North Valley Bank
Personal Online Banking, Bill Pay & E-Statement Access Agreement

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North Valley Bank
Personal Online Banking, Bill Pay & E-Statement Access Agreement

I. IMPORTANT INFORMATION ABOUT THIS AGREEMENT:

You are preparing to receive required consumer disclosures in an electronic form. Therefore, this agreement serves the following two purposes:

- **Obtain your affirmative consent to receive the required consumer disclosures in electronic form and provide you with a clear and conspicuous statement about your rights in regard to receiving electronic consumer disclosures as outlined in the electronic records and signatures in commerce (e-sign) act, and;**
- **Present you with the required consumer disclosures for the North Valley Bank E-Banker service (s).**

Consent to receive electronic disclosure by clicking the "I AGREE" button below you are affirmatively consenting to receive required disclosure in electronic form.

II. ELECTRONIC COMMUNICATIONS

North Valley E-Banker is an electronic internet based service. Therefore, you understand that this Agreement will be entered into electronically.

- This Access Agreement will be governed by and interrupted in accordance with the laws of the State of Ohio and the Federal laws and regulations of the United States.
- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your E-Banker Service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures in connection with the E-Banker Service;
- You can update your electronic contact information by using the User Maintenance function within the service or calling the Customer Service number noted in this document;
- After clicking the "I Agree" button, you may request a paper copy of this consumer disclosure for a fee of $25.00 by calling North Valley Bank at **740-450-2265 or toll free 888-347-4355.**
- You understand that to access and retain this disclosure and to use the E-Banker service, you must have the following: a PC with an Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, an e-mail address, and either a printer or sufficient electronic space to store this disclosure.

A. ELECTRONIC CONTACT INFORMATION

In order to keep you informed of changes to this disclosure, we must distribute the new disclosure to you when changes are made. We will distribute the new disclosure to the electronic mail address you register with the E-Banker service. If an email is returned as "undeliverable", we will deliver to a secondary electronic mail address, if we have one on file, or, if there is no secondary electronic mail address, we will send a hard copy of any changes to your physical mail address that is on record with us. In order to ensure timely notification of any changes, please notify us on a timely basis of a change in your electronic mail address or physical mail address.

B. INTRODUCTION

This Home Banking and Bill Payment Agreement ("Agreement") is between North Valley Bank and each customer who has enrolled in our E-Banker service, together with any person you have authorized to use or access E-Banker on your behalf.

III. SERVICE DESCRIPTION, FEATURES, FEES, AND LIMITATIONS

A. AVAILABILITY

The E-Banker service is generally accessible 24 hours a day, seven days a week. The E-Banker service may be inaccessible for a reasonable period weekly to perform system maintenance. We reserve the right to suspend or terminate access to E-Banker for any reason without notice.

B. BUSINESS DAY DEFINITION

Our business days (Zanesville Office) are Monday through Thursday 8am-6pm, Friday 8am-7pm, Saturday 8am-2pm. Sundays and Federal Holidays are not included as business days.

C. HOME BANKING SERVICE

The home banking service allows you to perform the following activities on eligible accounts: review activity and recent transactions, and transfer funds among eligible accounts.

D. INTERNET EMAIL NOTIFICATIONS

It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you such as:

- Password changes
- User ID changes
- Internet email address changes
- Adding New Payees

Be advised that we will not immediately receive an email message sent by you. No action can be taken with respect to an email message sent by you until we actually receive it and have a reasonable opportunity to act on it. Be advised also that you cannot use email to initiate transactions on your account (s). For banking transactions, please use the appropriate functions within your E-banker or call **740-450-2265 or toll free 888-347-4355**.

E. SERVICE TERMINATION

We may terminate your participation in E-Banker service for any reason, at anytime. We will attempt to notify you in advance, but we are not obliged to do so. You may not terminate your participation in E-Banker service if you have outstanding bill payments scheduled. If you have no outstanding bill payments you can terminate service participation by contacting North Valley Bank at **740-450-2265 or toll free 888-347-4355.**

F. FEES

There are no additional monthly or transaction fees for accessing or transacting business on your account(s) through your E-Banker. Applicable monthly and transaction fees set forth in your Deposit Agreement and disclosure will apply. See also **Section VI Part C** for a description of Bill Pay fees. Please note that fees may be assessed by your internet service provider, cable or Phone Company, or other third parties with respect to your accessing the internet, which fees will be your responsibility.

IV. WARRANTIES AND RESPONSIBILITIES/CUSTOMER RESPONSIBILITIES AND WARRANTIES

A. SECURITY

You are responsible for keeping your user id, password, and account data confidential. We are entitled to act on transaction instructions received through your user id and password. Our personnel are entitled to act on instructions after they have properly authenticated the caller according to our internal procedures. You are also responsible for ensuring that any PC which you use to access the E-Banker service is secure.

B. JOINT ACCOUNTS

If any of the accounts that you register under the E-Banker service is a joint account, you confirm that your joint account holder has consented for you to use that accounts with the E-Banker service. We will end your use of the E-Banker service if any joint

account holder notifies us that (i) they never consented to your use of the E-Banker service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

C. GENERAL WARRANTIES

You warrant and represent that the information you are providing us with is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your registration records if your e-mail address or other information changes. You warrant that you will not use the E-Banker service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the E-Banker service or interfere with any other party's use and enjoyment of the E-Banker service.

D. NORTH VALLEY BANK's RESPONSIBILITIES AND WARRANTIES

If we do not provide a bill payment instruction on time, if we cause an incorrect amount to be removed from an account or if we cause funds from an account to be transferred to any account other than the account or payee's account specified in the applicable bill payment instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper account or intended payee's account. We are liable for any losses and damages arising from our gross negligence or willful misconduct or if we breach a representation or warranty to you.

E. LIMITS OF NORTH VALLEY BANK'S RESPONSIBILITIES

Except as expressly set forth on our web site or in this agreement, we disclaim all warranties of any kind, express or implied, including non-infringement of third party intellectual property rights. We will not be liable for any indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use the E-Banker service, including damages for loss of profits, use, data or other intangibles, even if we had been advised of the possibility of such damages.

F. PRIVACY AND SECURITY

You can see a full description of our privacy and security policies by clicking on the "Privacy Policy" and "Security Policy" links on the help page for the E-Banker service. As is more fully described in the "Security Policy" link, we have multiple levels of security that have been designed especially for us and all of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. As discussed in more detail in the "Privacy Policy" link, we will only disclose information to third parties about your account or the bill payments you make:

- Where it is necessary for completing bill payments, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

V. ERRORS / CORRECTIONS / CLAIMS

A. UNAUTHORIZED ACCESS/TRANSFERS

Notify us AT ONCE if you believe your password has been lost or stolen or if you believe someone has scheduled payments or may schedule payments or otherwise use your account without your permission. Telephoning us at **740-450-2265 or toll free 888-347-4355** promptly is the best way to protect you from possible losses. If you never tell us, you could lose all of the money in your account (plus your maximum overdraft line of credit). However, if you tell us within two Business Days, you can lose no more than $50 if someone used your password without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.

B. ERROR REPORTING PROCESS

In case of errors or questions about the E-Banker service, funds transfers or incorrect statements involving your account (s), contact North Valley Bank by:

- Telephone at **740-450-2265 or toll free at 888-347-4355**
- Fax at **740-450-2120**
- E-mail at **ebanking@nvboh.com**
- Write to: **North Valley Bank, PO Box 1115, Zanesville, Ohio, 43702-1115**

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

In your communication of the potential error or question,

- Tell us your name, and the account number of the Account to which the error relates.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can 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.

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 we committed an error within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

If we take the additional 45 days, we will adjust the applicable accounts within 10 Business Days for the amount you believe is in error, so that you or your intended recipient will have use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 Business Days, we may not adjust the applicable accounts.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that we did not make an error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of other financial institutions. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant financial institution or the intended recipient of funds. Any rights

you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

VI. BILL PAYMENT SERVICE

The bill payment service allows you to pay bills out of a designated account on a one-time or periodic basis to payees that you designate subject to the limitations described below.

A. BILL PAYMENT LIMITS

You may not schedule a single bill payment for greater than **$25,000**.

B. "SEND ON" DATE vs. "DELIVER BY" DATE

When scheduling a bill payment, note the difference between the "SEND ON" date and the "DELIVER BY" date. The "SEND ON" date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the "DELIVER BY" date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access {service name} to determine the date of the second deduction attempt

If you schedule a payment with the "SEND ON" date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the "SEND ON" date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The "DELIVER BY" date is the date that you can expect the payee to receive your payment. The "DELIVER BY" date for your payment should be no later than the due date the payee has indicated for the payment.

C. PAYMENT GUARANTEE (If you are looking for the expedite payment guarantee , click here)

If a properly scheduled payment is not received and posted on time by the payee; we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance**.**) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating.

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

- The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
- The payment was not made to a prohibited payee (see below) or the following type of payee:
  - Payments to payees located in the Armed Forces Postal Codes, such as AE & AP; payments to settle securities transactions, payments to payoff special or delayed financing for purchases, or payments to credit counseling agencies who pay creditors on your behalf.
- The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).
- If any transfer or transaction would be in excess of the credit limit for the account.
- If your account is closed or if it has been frozen.
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when, attempting to initiate the transaction.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfers system is not working properly.
- If you do not instruct us soon enough for your transfer or transaction to be timely received and credited.
- If the funds in the account from which a transfer or transaction is to be made are subject to legal process or other claim restricting the transfer or transaction.
- If you, or anyone you allow access to your account, commits any fraud or violates any law or regulation.
- You had sufficient funds in your account during our first deduction attempt on the "SEND ON" date.
- If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

D. PROHIBITED PAYEES

We will not process payments on your behalf to payees meeting any of the following criteria:

- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

E. CANCELLING BILL PAYMENTS

We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel an outstanding bill payment at anytime through E-Banker service. Bill payments are considered outstanding until the "SEND ON" date. You can cancel a "Recurring" transaction by verbal or written no later than 3 business days before the "SEND ON" date of the transaction by contacting Customer Service at the address or phone number listed in this agreement. If you call, we may also require you to put your request in writing and provide it to us within fourteen days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

VII. EXPEDITED BILL PAY GUARANTEE

If a Properly Scheduled Expedited Payment (defined below) is not received and posted by the payee as of the scheduled payment date, you will not be responsible for any Penalties (defined below) that arise due to the failure of such payment to post on the scheduled date and we will refund you the service fee associated with such payment We will first attempt to have any such Penalties removed, and if the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your payee account noted appropriately to ensure that the situation does not negatively impact your credit rating. "Penalties" are defined as late fees or finance charges that are assessed on the Properly Scheduled Expedited Payment amount that did not post on the scheduled payment date, not those based on your total outstanding balance.

A "Properly Scheduled Expedited Payment" is defined as a payment that:

- Was made from an account that has sufficient funds for the payment and any fees associated with the payment;
- Was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date including grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Deliver By" date no later than July 15th.);
    - The service indicates is deliverable on or prior to the applicable due date;
    - Was not made for any of the following types of transactions:
    - Payments to settle securities transactions
    - Payments that failed due to insufficient funds or other reasons
    - Payments to payoff special or delayed financing for purchases
    - Payments to credit counseling agencies who pay creditors on your behalf
    - Payments to payees outside of the United States
    - Court-ordered payments such as alimony, child support, speeding tickets, etc.
    - Tax entities
    - Collection agencies
    - The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records);
    - Was scheduled when the system was available; and
    - The payment complies with the payee's policies.

A. TERMS AND CONDITIONS

Please review the terms and conditions of the service. Click on Continue to submit the expedited payment. **If you continue, your account will be debited immediately for the amount of the payment plus the expedited fee of $9.95 per payment and cannot be modified or deleted.**

B. IMPORTANT INFORMATION ABOUT THIS AGREEMENT:

You are preparing to receive required consumer disclosures in an electronic form. Therefore, this agreement serves the following two purposes:

- **Obtain your affirmative consent to receive the required consumer disclosures in electronic form and provide you with a clear and conspicuous statement about your rights in regard to receiving electronic consumer disclosures as outlined in the electronic records and signatures in commerce (e-sign) act, and;**
- **Present your with the required consumer disclosures for the expedited payment service.**

Consent to receive electronic disclosure by checking the "I AGREE TO THE TERMS AND CONDITIONS" check box below you are affirmatively consenting to receive the required disclosure in electronic form.

Terms and Conditions

This Agreement (the "Agreement") represents the terms and conditions governing the Expedited Payment Service and is between North Valley Bank and you as a consumer of the Expedited Payment Service. Any references to "we", "us" or "our" includes any agent, independent contractor, designee, or assignee that North Valley Bank involves in the provision of the Expedited Payment Service, and any references to "you", "your" or "yours" includes you and any person authorized by you to access the Expedited Payment Service. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with the Expedited Payment Service.

This agreement is an extension of the Electronic Funds Transfer agreement in place for the Bill Pay service. You should reference that agreement for information on what to do if you believe there is an error in the service or have a claim related to the service; a description of our privacy policy; a description of your warranties and authorizations; and a description of additional limitations of our liability in addition to the ones outlined in this document.

Description of Features

C. WELCOME TO NORTH VALLEY BANK'S EXPEDITED PAYMENT SERVICE

This service allows you to submit payments to participating merchants that will be posted to your account with that merchant on the same day, within the parameters of the Service and other parameters established by the participating merchants. In order for an Expedited Payment to post on the same day, you must submit accurate and complete information for the payment, the payment must be submitted on a day during which the U.S. Federal Reserve System is open for operations, and you must submit the payment prior to the merchant's designated daily cutoff time. Expedited Payments submitted without complete or accurate information may be rejected or may not post on time. Expedited Payments submitted by you on a non-Federal Reserve business day or submitted by you after the applicable merchant's daily cutoff time will be posted the following Federal Reserve business day. You will be charged a fee for each Expedited Payment you submit, regardless of whether the payment was properly submitted. The cutoff time will be displayed to you before the payment is finalized.

This is **NOT** a "pay anyone" service where you can make payments to any payee; with this service you can only make Expedited Payments to those merchants that participate in the program and the payments you make under this service are subject to the rules of each merchant as to how they define an expedited payment.

D. HOURS OF ACCESS

You can use the Expedited Payment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or for other reasons beyond our control.

E. EXPEDITED PAYMENT SERVICE LIMITS

You will not be able to schedule an Expedited Payment for an amount greater than the balance displayed within the bill payment service for the funding account at the time you attempt to schedule the payment.

Additionally, for risk management and security purposes the Expedited Payment Service limits the number of payments and the total amount of payments that you may make per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. From time to time we may modify the limits to the frequency or amount of transfers you can make using the Expedited Payment Service. We do not disclose these limits for security purposes. In any event, funds transfers in excess of the then-applicable limits will not be completed.

F. FEES AND OTHER DEDUCTIONS

The Expedited Payment Service is a transaction-based service. For each Expedited Payment, a fee of $9.95 will be added to the amount of the transaction. There are no monthly or recurring fees associated with the service.

G. PERIODIC STATEMENTS

You will not receive a separate statement for transactions conducted through the Expedited Payment service. These transactions will be noted on your regular periodic statement.

H. ELECTRONIC COMMUNICATION

North Valley Bank Expedited Payment service is an electronic Internet based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your bill payment service;
- The consent to receive electronic consumer disclosures applies to all future required consumer disclosures and any amendments, modifications or supplements in connection with the Expedited Payment service;
- You can update your electronic contact information by using the User Maintenance function within the service or calling North Valley Bank at **740-450-2265 or toll free at 888-347-4355**.
- After checking the “I Agree to the Terms and Conditions” check box , you may request a paper copy of this consumer disclosure for a fee of $25.00 by calling the Customer Service number noted in this document;
- You understand that to access and retain this disclosure and to use the Expedited Payment service, you must have the following: a PC with a supported Internet browser that has “cookies” enabled and supports 128 bit encryption, an Internet connection for the PC, an e-mail address, and either a printer or sufficient electronic space to store this disclosure.
- You understand we will deliver to you electronically your records of funds transfers and other transactions through the Expedited Payment Service, including without limitation confirmations of individual transactions, and any other communication related to the Expedited Payment service.
- You understand we will deliver to you electronically any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Expedited Payment Service.

I. NORTH VALLEY BANK’S LIABILITY

If we do not complete a properly-submitted Expedited Payment on time or in the correct amount according to our agreement with you, we will be liable for any late fees and/or finance charges assessed against you for the late posting of such payment, excluding any fees or charges assessed on your total outstanding balance with that merchant (“Penalties”). We will not be liable for consequential damages that might arise from the payment not arriving in time. Additionally, there are some exceptions. We will not be liable, for instance:

- If you are unable to schedule a payment because the system is unavailable.
- If you schedule the payment for an incorrect amount.
- If you schedule the payment to be sent after the due date provided by the biller.
- If your payment does not comply with the merchant's policies on payment acceptance.