



Please read this Digital Services Agreement (“Agreement”) carefully and print a copy for your records. You have a choice of whether or not to accept the terms and conditions of this Agreement. If you choose to click “I Accept” button at the end of this Agreement, you represent that you have reviewed this Agreement and agree to all of its terms and conditions.

Digital Services Agreement

The *Digital Services Agreement* (“**Agreement**”) governs your use of the digital financial services (“**Digital Service(s)**”) made available while logged in to this secure platform or through the mobile application(s) available on Android or iOS.

The availability of the Digital Services described in this Agreement may vary depending on how you access Digital Services (via website or mobile app) and some Digital Services are only available for certain account types and may differ from services you receive at a River Valley Community Bank branch location.

This Agreement is revised periodically, and it may include changes from earlier versions. By using Digital Services, you agree to the most recent version of this Agreement, which is always available to you online at www.myrvcb.com and within the mobile app(s). If you have any questions, please contact us as described at the end of this Agreement.

PRIVACY AND SECURITY

Protecting your privacy is important to us. All information gathered from you in connection with using Digital Services will be governed by the [Bank’s Privacy Policy](#) and any underlying privacy policy for your account(s). We will disclose information to third parties about your account or the transfers you make when it is necessary to complete the transfers you initiate using Digital Services, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), to comply with government agency or court order, or if you give us written permission.

If you authorize us to share information with a third party, we will only share information you identify in your authorization. You may revoke your authorization at any time by contacting us or accessing our Digital Services. Once we share the information, the third party may use the information for its own purpose, even after you revoke your authorization, and the information becomes subject to the third party’s privacy and security policies. You should carefully read and understand the third party’s privacy policy, terms and conditions and other documentation regarding their data sharing and security practices. We are not responsible for and do not control how the third party may use your information.

Monitoring and recording communications

We may monitor and/or record any communication between you and us (or our Service Providers) for quality control and other permitted business purposes. This monitoring or recording may be

done without any further notice to you or anyone acting on your behalf. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

Location-based services

If you use any location-based feature (such as our ATM locator) you agree that your geographic location and other personal information (such as your unique device identifier) may be accessed and disclosed through the application or service. You may turn off location-based features at any time through the settings of your mobile device. **If you disable location-based services, other features that use your location may not work until you re-enable location-based services.**

Protecting your log-in credentials

Prevent unauthorized access to your accounts by keeping your Log-in Credentials confidential and ensure that you log out of Digital Services when you are finished.

We will never ask you to share your Log-in Credentials, and you do not need to share your Log-in Credentials to send or receive money using Digital Services. If you give another person or business access to Digital Services (either by sharing your Log-in Credentials or sharing your device), you agree that each such third-party will be authorized to act on your behalf and will be bound by this Agreement (and any separate agreement governing your account). We are not responsible for managing the authority of your third-party relationships, or the use of Digital Services by an authorized third-party using your Log-in Credentials or your device. Any activity performed using your Log-In Credentials or your device will be presumed to be authorized by you unless you tell us otherwise. If you have shared your Log-in Credentials with a third-party, and wish to revoke that access, you must contact us to block access to Digital Services until new Log-in Credentials are established. Our Shared Access feature (described below) allows you to delegate limited access to your eligible accounts without sharing your Log-in Credentials.

Contact us at 530-755-0418 (for Prepaid Account, Debit Cards and Credit Card customers, contact cardholder services at the number on the back of your card) immediately if:

- You would like to disable or revoke your password.
- You believe that your password or other means to access Digital Services has been lost or stolen.
- You believe that someone may attempt to use Digital Services without your consent or transferred money without your permission.

Biometric features

A biometric feature (such as a fingerprint or face scanner) is functionality that is built into many devices to provide options for unlocking the device and logging into apps. You have the option to enable the biometric functionality of your device to log in to Digital Services using biometrics instead of using your Log-in Credentials. You acknowledge that any person who has a biometric feature stored in your device (or a person that looks like you) may be able to access Digital Services

on that device. If you choose to use biometrics for Digital Services, it is your responsibility to control access to your device to prevent any unauthorized access to Digital Services.

UNAUTHORIZED TRANSACTIONS

Reporting Unauthorized Transactions

If you believe that an unauthorized transaction has been made from your account, contact us immediately or for consumer's file a transaction dispute via On-Line Banking. Contacting us or filing right away will help reduce possible losses.

Consumer accounts

You will not be liable for unauthorized transactions or electronic fund transfers involving your Consumer Accounts if you report any unauthorized transactions within 60 days of when we first deliver a statement to you disclosing an unauthorized transaction. If you do not tell us within 60 days after the statement was sent to you, you may lose any amount transferred without your authorization after 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may, at our sole discretion, extend the period.

Business accounts

We may process any instructions submitted using your Log-in Credentials and such instructions are effective even if you did not transmit or authorize them. You agree to maintain appropriate accounting and auditing procedures to protect your Business Accounts from intentional or negligent misuse. You agree to promptly review all paper and electronic statements, notices, and transaction information we provide and to report all unauthorized transactions and errors immediately. You may not be liable for unauthorized transactions if you report them within 48 hours of the alleged unauthorized transaction posting.

REPORTING ERRORS

Consumer accounts

Contact us at 530-755-0418 as soon as possible if you think your statement or transaction history is incorrect, or if you need more information about any transaction listed in your statement or transaction history. We must hear from you no later than 30 days after we sent the *first* statement, on which the problem or error appeared, electronic banking errors may be reported up to 60 days. When reporting an error, please be ready to provide all the following:

- Your name and account number.
- A description of the error or the transaction in question. Please explain as clearly as possible why you believe it is an error, or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send your request in writing within 10 Business Days of your verbal notification. We will tell you the results of our investigation, no more than 10 Business Days after you notify us and will correct any error promptly. However, if we need more time to

complete our investigation, we may take up to 45 days. In this case, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide there was no error, any provisional credit we provided will be revoked, and you will be responsible for refunding us the full amount of the provisional credit. We will send you a written explanation of why the claim was denied, and you may request copies of documents used in our investigation.

Other accounts

In case of errors or questions about any Business, debit cards, and credit card Accounts, call the number on the back of your card as soon as possible.

MANAGING YOUR CONTACT INFORMATION

You agree to maintain an active email account and/or mobile phone plan and it is your responsibility to notify us of any changes to your email address or mobile phone number. Your use of Digital Services may be limited, suspended, or terminated if you do not maintain accurate contact information or if we cannot verify your identity. Changes to your contact information and communication preferences may be made within Digital Services or by contacting us. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

You authorize your wireless carrier to use or disclose information about your wireless account and your wireless device, if available, to us or our service provider for the duration of our relationship, solely to help us identify you or your wireless device and to prevent fraud. See our [Privacy Policy](#) to see how we treat your data.

Receiving email, text messages, and other communications

You agree to maintain an active email account and it is your responsibility to notify us of any changes to your email address. By providing us with an email address, you agree that we may communicate with you via email and send you notifications about your account(s) in accordance with your preferences.

You represent that you are authorized to use the email address or mobile phone number that you use for Digital Services, and you expressly consent to receiving non-marketing emails or text messages from us (and Service Providers associated with Digital Services), from other users sending or requesting money from you, and from other participating network banks (or their agents) regarding transfers between participating network banks and you.

Account alerts

We send email and text notifications related to your account, account activity, and your use of Digital Services. Some notifications are optional (such as low balance alerts) and some notifications are not optional (such as suspicious activity alerts). Account notifications and notification options vary based on the type of account. Generally, you may choose which account notifications you would like to receive, the account(s) to which the notifications will relate, and up to one email address or two mobile numbers to which the notifications will be sent. You agree to notify us of any change to your contact information to ensure continued delivery of your account notifications. Message and data rates may apply, and the message frequency depends on the account settings you select.

Managing your notifications

You may manage your notification preferences online or within the mobile app. Some notifications are required, and the notification options vary depending on the notification type.

Delivery of notifications

Account notifications will be sent at various times on any day when transactions meeting your specified criteria occur. You understand and agree that account notifications may not be sent on a “real time” basis and may be sent at the next scheduled delivery time after the specified transaction event occurs. We reserve the right to change the frequency or timing of account notifications.

Limitations of account notifications

Account notifications are for informational purposes only and are not intended to replace your account statements or any other communications we may provide to you regarding your account(s). Some account notifications may be automatically suppressed if we receive notice that you have filed for bankruptcy or if you have otherwise instructed us to cease and desist communication with you in relation to collection efforts on your account(s).

FEATURES TO HELP MANAGE YOUR ACCOUNTS

We make every effort to ensure that your use of Digital Services is synchronized between the various means of accessing your account information. There are rare instances, however, where the information available through Digital Services may be delayed or different from the information available using other methods (such as at an ATM or branch location). Additionally, some information available at a branch or ATM may not be immediately available via Digital Services, or it may be described using different terminology. In the event of any discrepancies, the information related to your account(s) provided at a branch location will prevail over the information provided within Digital Services.

The account information listed on the account summary screen is not a substitute for your official periodic account statement, transaction history or other correspondence you may receive from us. Any legal notice that normally accompany your mailed statement will either continue to be mailed or delivered to you electronically in accordance with your account preferences.

Account nicknames

You may add a unique nickname to your account(s) to help you identify and manage multiple accounts. Account nicknames are only visible to you and do not change the ownership rights of your account.

Shared access

Shared Access allows you to provide a third party (called a “**Shared Access User**”) with limited access to eligible account(s) without sharing your Log-in Credentials. You may add one or more Shared Access User to each eligible account(s) and assign a role (defined below) to each Shared Access User. The Shared Access User will use separate Log-in Credentials to access the account you specify in accordance with the role you assign. Depending on the role assigned to the Shared Access User, some Digital Services described in this Agreement may be disabled or have reduced functionality.

You are solely responsible for managing the level of access you provide to a Shared Access User and we are not responsible for any losses you or others may incur if your Shared Access User exceeds his or her authority or if you fail to revoke access granted to a Shared Access User. You agree to indemnify us and hold us harmless for any loss or damage you or others incur as a result of the actions of your Shared Access User.

Limited authority

Shared Access, and any roles assigned to a Shared Access User, is only applicable to Digital Services. Appointing a Shared Access User under this Agreement does not extend to telephone banking or banking at a branch.

Appointing a Shared Access User as described herein is separate from any other appointments or delegations you have made or will make in the future (i.e., agents under a power of attorney, a written designation of agent, etc.), and the authority of a Shared Access User is subject to the authority of any other appointed agent.

Shared access user roles

The authority of your Shared Access User is based on the assigned role. Any additional limitations placed on the Shared Access User, even if we have express written notice of those limitations, are exclusively between you and the Shared Access User.

View only: The Shared Access User will have limited access to the assigned accounts and will be able to view account information and select account documents. A Shared Access User with View Only access will not be able to conduct transactions on the assigned account(s).

View and transactional: In addition to viewing account information as described above, the Shared Access User will also have limited transactional authority on the assigned accounts to conduct internal transfers between your eligible deposit accounts.

- A Shared Access User with View and Transactional authority may not:
 - Add a new biller using the bill pay service.
 - Make modifications to existing billers.
 - Set up recurring payments.
 - Future date a payment greater than 30 days.
 - Exceed any of the transaction limits that are established for the account.
 - Cancel your electronically presented bills.
 - View Statements
- If you revoke View and Transactional authority from a Shared Access User, any pending and scheduled transactions initiated by the Shared Access User will continue to process unless you cancel the transaction.

Managing the shared access user

Adding a shared access user: Any person who has authority to make changes to the eligible account may add a Shared Access User by enrolling in the Shared Access service and following the instructions on the “Share Access with Others” dashboard.

The Shared Access User(s) will have the option to accept or decline the Shared Access User assignment. Once a Shared Access User accepts an assignment, and completes the Shared Access User enrollment, any assigned accounts will automatically appear on the Shared Access User’s “My Accounts” dashboard.

The appointed Shared Access User is not required to accept the assignment and may terminate the assignment at any time. Even if a Shared Access User accepts the assignment, we impose no duty or requirement for the Shared Access User to take any further action on the assigned account(s). You acknowledge that we have no duty or responsibility to monitor the acts of the Shared Access User or ensure that the acts of the Shared Access User are for your benefit or the benefit of the account. Any separate agreement, or required duty to act, is solely between you and the Shared Access User; we are not responsible for managing or enforcing any such agreement between you and the appointed Shared Access User.

Removing a shared access user: Any person who is enrolled in Shared Access that has authority to make changes to the eligible account may remove a Shared Access User by logging in to Digital Services and selecting “Remove Profile” within the “Share Access with Others” dashboard.

We reserve the right to remove a Shared Access User from the account(s) at any time, and for any reason, without further notice to you.

Notifications

The Shared Access User will receive an email notification of the Shared Access assignment (and any changes to the Shared Access User role).

Confidentiality

The Shared Access User is not exclusive to any account, or any person, meaning that a Shared Access User may have access to multiple accounts at the same time. You are responsible for determining if the Shared Access User has access to other accounts. Any additional limitations you impose on the access and the use of your account information is strictly between you and the Shared Access User.

ELECTRONIC STATEMENTS, NOTICES, AND RECEIPTS

For most accounts, you have the right to receive paper versions of important documents for any account that you access electronically, but you may elect to receive electronic versions of account statements (“**e-statements**”), notices, and transactional receipts as detailed below.

Once you enroll in the electronic presentment of any document, you may no longer receive paper versions of the selected documents unless you specifically request it. Contact us to request a paper copy of any disclosure, notice or other document. Paper copies of account statements and checks for Consumer Accounts, required regulatory disclosures and tax statements will be mailed at no charge. Requesting copies of or research for other account-specific items may incur a fee. (See your fee schedule account disclosures for pricing information.)

You are responsible for downloading and saving your electronic documents for your own purposes. If you close an account, you will no longer have digital access to the closed account or the associated electronic documents. Your final account statement will be produced on paper and mailed to you. You can request a paper copy of any past statement by contacting us.

E-statements

E-statements are available to you at no cost and will allow you to view your current and past account statements for the last 18 months on a secure website, as they are published to your secure document repository accessed online or within the mobile app. Any account owner may enroll in e-statements for accounts in which they have an ownership interest. If an account has multiple owners, the enrolled account will no longer appear on any paper statement, but it will be available to all owners who use Digital Services. If you receive information for multiple accounts on your paper statement, please be aware that, after e-statement enrollment, you will begin to receive a separate e-statement for each account that is registered.

If you add a joint account owner, the joint owner will be able to see statements from the time they become a joint owner and may also be able to gain access to information from before the time you added them to the account by searching account history for specific transactions.

Generally, the cycle time for your e-statements will be the same frequency as your paper statements. When you start receiving e-statements, you (and any joint owner) will begin to build a five-year electronic document history that will be available within Digital Services.

As part of the registration process for Digital Services, to receive e-statements, you are required to read the following Consent and Authorization disclosure and indicate your express acceptance by clicking the link below.

You understand that pursuant to your Accounts and/or loan agreements with us, you may be entitled to receive periodic Account statements in connection with your Account(s), such as savings account statements and/or loan statements ("Account Statements"). By indicating your acceptance of these terms and conditions, you authorize us to discontinue sending you such periodic Account Statements via postal mail service for your Accounts and to instead authorize and direct us to deliver such periodic Account Statements to you electronically in the form of e-statements. You understand and agree that you will no longer receive paper copies of your periodic Account Statements.

You further understand and agree that:

1. You are the authorized signer [primary accountholder] of the Accounts being accessed. Your electronic signature executed in conjunction with this Consent and Authorization and any electronic transaction on your Account(s) shall be legally binding on all owners of the Accounts, including you, and any such transaction performed pursuant to this Consent and Authorization transaction shall be considered authorized by you.
2. If any Account you have at River Valley Community Bank is a joint account, you acknowledge that you are the primary accountholder of the joint account and that your consent and authorization has been authorized by each of the joint accountholders. All joint accountholders on the account are legally bound by the terms and conditions of this Consent and Authorization, regardless of whether or not they expressly give us their consent.
3. Your ongoing consent to receive subsequent Account Statements electronically is voluntary and may be withdrawn at any time, by telephone [or by sending us an e-mail at info@myrvcb.com]. Withdrawal of your consent is subject to River Valley Community Bank's written confirmation of your request, such withdrawal shall become effective no later than fifteen (15) days after receipt by us. Upon termination, you understand and agree that you will no longer have access to your Account Statements online and that you will receive all Account Statements in paper form via postal mail service [subject to the fee as set forth in River Valley Community Bank's Schedule of Fees and Charges].
4. Your computer system meets the minimum system requirements set forth below. In addition, you have and will maintain a printer capable of printing any e-statements account statements that are made available on River Valley Community Bank's e-statement website. In the alternative, you have and will maintain the ability to electronically save and visually display on your computer screen any Account Statements that are made available on River Valley Community Bank's website. You understand that River Valley Community Bank recommends that you retain or print a copy of any e-statement and this Consent and Authorization for my records.
5. You agree to maintain a valid, active e-mail address. You must promptly notify River Valley Community Bank of any change in your e-mail or postal address by contacting River Valley Community Bank at 1-530-755-0418 or at any of our branch locations. River Valley Community Bank is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from e-statements or notifications sent to an invalid or inactive e-mail address or postal address that you have provided.
6. You understand and agree that although you will no longer receive loan statements by mail, you will be responsible for timely making all regular loan payments by visiting one branch locations or by mailing the payments to: River Valley Community Bank, 1629 Colusa Hwy, Yuba City, CA

95993. You further understand and agree that you will be responsible for making all loan payments pursuant to the terms and conditions of the loan agreements and disclosures which may be revised from time to time and remain effective for all other aspects of the Account involved.

7. You may also request a paper copy of any periodic regular Account Statement. [A fee may be charged for paper copies, subject to the fee as set forth in River Valley Community Bank's Schedule of Fees and Charges].
8. You understand and agree that River Valley Community Bank reserves the right to change the terms and conditions of this Consent and Authorization. River Valley Community Bank will notify you before the effective date of any change. This means River Valley Community Bank will mail you notice using the United States Post Office at the address River Valley Community Bank currently has on file. By accessing your e-statements after you receive any notice of change will constitute your agreement to such change(s). River Valley Community Bank reserves the right to discontinue the E-Statements program at any time.

Security Procedures: You understand that you cannot sign up for the E-Statements program and cannot access your regular account statements without first signing up for and obtaining an Online Banking Password. YOU AGREE THAT USE OF AN ONLINE BANKING PASSWORD TO SIGN UP FOR THE E-STATEMENTS PROGRAM AND TO ACCESS YOUR ACCOUNT STATEMENTS CONSTITUTES A REASONABLE SECURITY PROCEDURE. You further understand that if you disclose your Online Banking Password to other people, they may also have the ability to access your regular account statements, and you will be responsible for any transactions they may complete. Your Community Bank's Account Disclosure and in any and all loan agreements and disclosures, may be revised from time to time and remain effective for all other aspects of the accounts involved. You are an authorized signer on this account. You understand you may cancel this authorization at any time upon written request at which time the River Valley Community Bank will resume mailing of all my future periodic statements.

Minimum System Requirements: To receive and review disclosures electronically, and to view, download, and print your electronic statement, you will need a currently supported internet browser tool such as Microsoft Edge, Google Chrome, Mozilla Firefox, Apple Safari, and a currently supported version of Adobe Acrobat Reader 9 or higher. Cookies and JavaScript must be enabled in the browser options.

Tax statements

Tax statements can also be accessed in Online Statements via Online Banking. By default, you will receive paper versions of your tax statements. Once you initiate electronic delivery of tax statements, you will continue to receive the selected documents electronically until you change your delivery preferences as described below.

Transactional receipts

Electronic transactional receipts will be delivered to your email in accordance with your notification preferences. For most accounts, you have the option to receive select receipts for features like, Bill Pay and Mobile Check Deposit transactions.

Managing your paperless preferences

You may manage your paperless preferences online, by using the mobile app, or by contacting us. If you opt out of any electronically presented statement or notice, the next available statement or notice will be mailed to you at the address we have on file. Statements and notices that were previously presented electronically will not be mailed to you. Any accounts that were previously combined on your paper statement will have to be re-combined by request at your local branch or by contacting us.

Restricted use

We reserve the right to refuse to honor Payment Instructions that reasonably appear to be fraudulent, erroneous, or in violation of this Agreement.

You agree that you will not use Digital Services for any of the following payments or requests for payments:

- Requests for the payment or collection of an overdue or delinquent debt owed to you, or to request money that is owed to another person.
- Payments/transfers to persons or entities located outside of the United States and its territories.
- Payments/transfers that violate any law, statute, ordinance or regulation (including, but not limited to, internet gambling).

We reserve the right, but assume no obligation, to terminate your ability to use Digital Services, or limit your ability to transfer money to or receive money from specific recipients, if we deem such activity to be potentially unlawful, abusive, offensive, or unwelcome by the recipient. In no event shall we be liable for any claims or damages resulting from your use of Digital Services to send or receive prohibited payments.

Accuracy

It is your responsibility to ensure the accuracy of any information that you enter, and you will be responsible for any transaction processed on your Payment Instruction even if you make an error. For example, you are still responsible for the payment/transfer if you mistype the account number, the telephone number, or the email address; if you incorrectly enter the dollar amount; or if you duplicate a transaction because you believe the initial transaction was not successful.

You are responsible for informing us as soon as possible if you become aware that any information you entered is inaccurate. Once informed, we will make a reasonable effort to recover a payment/transfer made to the wrong person or entity, but we do not guarantee such recovery and are not responsible for damages resulting from information that is entered erroneously.

Authorization

When we receive a Payment Instruction from you, you authorize us to debit your Payment Account and remit funds on your behalf. You also authorize us to credit your Payment Account for the receipt of funds, including, but not limited to, those funds returned to us from Recipients or cancelled and

returned to you because the processing of the transaction could not be completed. When you use Digital Services to make transfers from credit accounts, you agree that we may take any action required to obtain cash advances on your behalf, including charging your linked credit account without your signature. Each transfer made from a credit card account is treated as a cash advance from that account and is subject to the terms of your cardmember agreement.

Adding an external account for transfers

You will be required to validate access to your external account(s) and you must add your designated External Account before you will be able to initiate any transactions involving an External Account.

Add your External Account by entering in the account type, the account number, and the ABA/Routing number of your External Account. We reserve the right to choose the method we use to verify your External Account. For example, you may be asked to confirm trial deposits into your External Account. Once you receive the trial deposits into your External Account, you will be asked to confirm the amounts that were deposited.

External account authority

You represent and warrant that you have full transactional authority (i.e., the ability to initiate credits, debits, and withdrawals) on the designated External Account and that the External Account has no restrictions limiting such authority (i.e., a fiduciary account where you are the agent or trustee, an account blocked by a court order, an account that is subject of a garnishment order, etc.) You agree to indemnify and hold us and our Service Providers harmless (including the payment of reasonable attorney fees) from all liability to third parties related to the stated authority of your External Account or any actions we take pursuant to your External Transfer instructions. Other financial institutions may have restrictions regarding transfers into and out of various account types and limitations on the External Accounts. We are not responsible for any costs or losses arising out of transfers that are not permitted by another financial institution. Please refer to your other financial institution's terms and conditions relating to incoming and outgoing transfers.

Insufficient funds

If there are insufficient funds in the Payment Account to make the payments/transfers you have authorized, we may either refuse to make the payment/transfer or we may make the payment/transfer and thereby overdraw the Payment Account in accordance with the overdraft protection plan (if any) you have for your Payment Account. You are responsible for any overdraft fees incurred as set forth in the Account fee schedule disclosure, as relevant to your Account. See *Your Deposit Account Agreement* for more details on when these fees may be imposed.

Scheduling payments/transfers

It is your responsibility to schedule payments/transfers in a manner that ensures your bills will be paid on time, and you are responsible for any late payment or finance charges that may be imposed as a result of your failure to schedule your payments with enough time for the payment to be delivered to the Recipient/Payee.

If you have arranged for pre-authorized recurring payments that will vary in amount, your biller is required to notify you of the amount to be deducted from your Payment Account ten calendar days before the payment date. You are responsible for adjusting your Payment Instruction to account for any changes in the amount due to your biller.

Payment/transfer methods

We reserve the right to select the method for completing your Payment Instruction. These methods may vary depending on your Payment Instruction (like choosing a delivery speed option) and include an electronic payment method, an electronic to check payment, or a paper check issued on your behalf. Funds remitted to the Payee via paper check will be dated as of your selected payment date and will not be deducted from your Payment Account until the paper check is presented to us for payment.

At our discretion, we may process your Payment Instructions and send funds to the Recipient/Payee before successfully debiting your Payment Account. If we complete such a transaction and are not able to debit your Payment Account, you agree to the following:

- We may attempt to re-debit your Payment Account.
- You will reimburse us immediately, upon demand, the amount of the payment if we have already delivered the payment to the Recipient/Payee.
- If applicable, you may pay us overdraft fees.
- We are authorized to report the facts concerning the return to any credit reporting agency.

Limits on liability

Mobile check deposit: You indemnify and hold us and our Service Providers harmless from and against all claims, demands, damages, losses, liabilities, penalties, and expenses (including, without limitation, reasonable attorney fees and court costs) arising directly or indirectly due to any of the following:

- Your failure to follow the check eligibility or endorsement standards outlined in this Agreement.
- Your breach of any check presentment representation or warranty.
- Any of your acts or omissions in the capture, creation, or transmission of the Electronic Deposit.
- Any duplicate, fraudulent, or unauthorized presentment of an Electronic Deposit.
- Loss caused by our acceptance of the Electronic Deposit in lieu of the original paper check.

Payment/transfer services: We are responsible for your actual losses that are directly caused by our failure to initiate or cancel your properly entered and transmitted Payment Instruction. However, we will not be liable for any of the following:

- If you do not have adequate funds in your Payment Account to complete a transfer from that account, or if that account has been closed, or if withdrawals from your Payment Account have been prohibited by a court order such as a garnishment or other legal process.
- If you have not properly entered a Payment Instruction in accordance with this Agreement, if your computer fails or malfunctions, or if Digital Services was not working properly and this problem should have been apparent to you when you attempted to initiate a Payment Instruction.
- If you do not initiate your Payment Instruction soon enough for your payment to be made and properly credited by the Payee by the time it is due, or if we make a timely bill payment, but the Payee does not credit your payment promptly after receipt.
- If circumstances beyond our control prevent or delay the execution of your Payment Instruction. Such circumstances include delays or losses of payments caused by telecommunications outages, postal strikes, mail carrier delays, actions of third parties (such as Payees), equipment failures, and natural disasters.
- On Consumer Accounts for any indirect, incidental, or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid these errors. We have no liability for indirect, incidental or consequential damages associated with Business Accounts even if we have been advised of the possibility of these damages.

Managing your payment instructions

You have options to manage the Payment Instructions you establish using Digital Services. As stated in more detail below, your ability to cancel or edit a payment/transfer will depend on the way the payment/transfer was initiated, the delivery speed you selected for the payment/transfer, and whether the payment/transfer has begun processing.

Scheduled and pre-authorized recurring payments/transfers: If your payment/transfer has already started processing, you will be unable to cancel the payment/transfer. For scheduled and pre-authorized recurring payments/transfers that have not started processing, you must cancel or edit the Payment Instructions at least three Business Days before the scheduled payment/transfer date. If you order us to cancel a scheduled or preauthorized recurring payment/transfer at least three Business Days before the payment is scheduled, and we do not do so, we will be liable for losses or damages.

Small business ACH: One-time ACH payments scheduled for a future date can be edited or canceled any time before 2pm PST on the day prior to the scheduled payment date. After 2pm PST on the day prior, the payment cannot be canceled or edited.

Stop payment order

Eligible Consumer and Business Accounts may initiate a stop payment order. A stop payment order is a formal request to stop the payment of a paper check or series of checks. **If you believe your check book or debit card is lost or stolen, or you otherwise believe someone may attempt to initiate unauthorized transactions on your account, please call one of our branches or 530-**

755-0418. Stop payment orders are described in more detail in the account agreement for your account. You may be charged for a stop payment order, depending on your account. For Consumer and Business Accounts, the charge for each stop payment order will be the current charge for that service as detailed in the fee schedule, contact your local branch for a current copy of the schedule.

Submitting a stop payment order does not guarantee that the payment will be stopped; our ability to process a stop payment order will depend on the payment method and whether final payment has been made. A stop payment order does not change the existing agreement you may have with the payee and the payee may still have the right to collect payment. If you need to cancel a stop payment order, you may cancel the request by contacting us. Stop payment orders that are canceled by calling us will be processed immediately. If you notify us in writing, it can take up to seven Business Days to process the cancellation.

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), NACHA, Operating Rules, and any applicable state law.

Paper payments: You may request a stop payment order for a paper check (or series of checks) drawn on your account that has not been presented for payment. If the paper check has been presented for payment, or has already been paid, you cannot initiate a stop payment order or otherwise stop the payment. A stop payment order for a paper payment will remain in place for up to 6 months.

Mobile check deposit

Mobile check deposit is a service that allows you to remotely deposit paper checks into an eligible Consumer or Business Account. We will process and collect your Electronic Deposit through the check collection system just as we would a paper check.

You may only deposit items made payable to you individually or to you alternatively with another person or persons (John Doe *or* Jane Doe); jointly payable items (John Doe *and* Jane Doe) may not be deposited using mobile check deposit unless both parties have endorsed the item. We reserve the right to reject any deposit for any reason.

The following items are specifically **not eligible** for mobile check deposit:

- Checks, including traveler's checks, that are drawn on banks located outside of the United States
- Checks payable in a medium other than U.S. dollars
- Non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC)
- Promissory notes and similar obligations, such as savings bonds
- Third-party checks
- Pre-existing substitute checks
- Checks that have been previously returned as unpaid or uncollected

- Checks drawn on your own River Valley Community Bank account
- Checks more than 180 days old
- Checks that contain erasures or checks that have been altered

Depositing your check

If you believe you may have deposited a check more than once, please contact us immediately.

Endorse the check: The check must be endorsed by all the payees of the check (except alternate payees) and deposited into one of the payees' accounts.

Enter the amount of the check: Enter the amount of the check carefully, as you are responsible for any errors you make in the mobile deposit process.

Create a check image: Mobile check deposit will use the camera on your mobile device to take a picture of the front and back of your check.

Confirmation and receipt: Within minutes of submitting an Electronic Deposit, you will receive an email message from us confirming that we have received the Electronic Deposit. After we have confirmed receipt of your deposit, you will receive a second message from us indicating whether your deposit has been rejected or accepted for processing. If you receive error messages indicating that the Electronic Deposit has been rejected, then the check must be physically presented for deposit at your local bank branch or ATM, at which time the bank has the right to refuse the check both through electronic deposit and any other bank channels.

Performance of mobile check deposits may be affected by external factors such as communication network latency. An Electronic Deposit is not considered "received" by us unless we send you a message confirming that we received it.

Deposit limits

There are limits to the amount that you may deposit at any given time using mobile check deposit as follows:

- Per-item limit: Limits the amount of each item you deposit and applies to each separate item you deposit.
- Daily limit: Limits the total combined amount of all items deposited on a calendar day. Deposits made after 4pm PT will apply to the daily limit of the next calendar day.

Weekly limit: Limits the total combined amount of all items deposited during any consecutive seven-day period. This means that, on the calendar day you make a deposit, we add all the other mobile deposits you made during the previous six calendar days (if any) to determine your weekly limit.

Funds availability

This policy only applies to deposits made using mobile check deposits; deposits made at a branch location or ATM remain subject to the funds availability policy outlined in the most current version of Your *Deposit Account Agreement* and may have faster funds availability. We are not liable for transactions you initiate before the funds are available for your use. Until you receive confirmation that the funds are made available, you may not withdraw the funds in cash, and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, you may incur a fee if you overdraw your account.

Mobile check deposit is available 24/7/365, but the availability of the accepted deposit is subject to the following Business Day processing cutoff times:

- Deposits submitted and accepted before 4pm PT on a Business Day: Generally, will be available on the next Business Day.
- Deposits submitted and accepted after 4pm PST on a Business Day (or items deposited on a non-Business Day): These deposits will not be processed until the next Business Day, which will be considered the recorded date of your deposit. Thus making the funds available on the second business day. **Delayed funds availability**

In certain circumstances, and at our discretion, your entire deposit (or a portion of your deposit) may be delayed for a longer period under the following circumstances:

- We believe a check you deposit with us will not be paid.
- You deposit a check(s) totaling more than \$6,725 on any one day or otherwise exceed your deposit limit.
- You have overdrawn your account repeatedly in the last six months.
- You deposit one or more checks totaling an amount requiring the paying financial institution to verify that the check(s) will be paid
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds, and we will tell you when the funds will be available. In most cases, funds will be available within one to seven Business Days after the recorded day of your deposit.

Returned items and other problems with your deposit

If a check is returned to us for any reason, you agree that we may charge your account for any and all fees associated with the returned item.

You are responsible for the items you deposit that are returned to us unpaid and for any other problems involving your deposit even after the item has “cleared,” we have made funds available to you, and you have withdrawn the funds.

Marking, retaining, and destroying original paper checks

To mitigate the risk of fraud or the presentment of duplicate items, you agree to clearly mark on the original paper check that the item has been deposited electronically. Do so after you receive confirmation that the deposit was received and accepted for processing by River Valley Community Bank

Retention and destruction: Retain all checks for at least two Business Days after the deposit is made in case a check is returned, and you need to re-deposit the original item. You agree to destroy all deposited checks as soon as reasonably possible thereafter and no later than 30 days after deposit.

Re-presentment: If we determine that we require the original paper check to process your deposit, you are responsible for providing us the original paper check, or if the original paper check has been destroyed, for obtaining a replacement check.

Limitations of mobile check deposit

Once a Check Image has been accepted for deposit, we are not able to delete or remove the item from the collection process and it becomes subject to the “Funds Availability” policy for mobile check deposit.

You may be prevented from using mobile check deposit if:

- Your account is significantly overdrawn.
- There are restrictions on your deposit account that prevent you from depositing or withdrawing funds.
- You have more than three returned deposited items in the last three statement cycles.

We will take reasonable measures to ensure that mobile check deposit is available, but we are not liable for system failures or temporary service disruptions that cause mobile check deposit to be unavailable. If mobile check deposit is unavailable, you are responsible for carrying out your business through alternative channels.

Representations and warranties

With respect to each Electronic Deposit, you make any representation or warranty that would have applied had you deposited the original paper check. This includes representations and warranties we make on your behalf when we transfer, present, or originate the Electronic Deposit created from your Check Image. These representations and warranties include, but are not limited to, that: (a) the transmissions contain accurate images of the front and back of the original checks; (b) the transmissions contain all necessary endorsements; and (c) no depository bank, drawee, drawer, or endorser will be asked to make a payment based on an item that it has already paid.

Transfer funds between your accounts

You may transfer funds between the eligible accounts you hold with us (“**Internal Transfer**”), or between the eligible accounts you hold with us and your External Account (“**External Transfer**”). In

most cases, you may transfer funds to and from accounts in which you have an unrestricted right to withdraw funds or borrow money.

Types of transfers

Funds transfers: You may initiate a one-time, scheduled, or recurring transfer of funds between any of your associated eligible Consumer, Business, or verified External Account(s).

Timing of transfers

The timing and delivery of your transfer is determined based on the type of transfer and the delivery speed option that you select. The available delivery option and the applicable cutoff time varies by account. Please consult the funds availability policy of your account(s) for more information.

Standard transfers: Funds transferred using the standard transfer delivery option will typically be delivered to the receiving account within one to three Business Days from the selected transfer date. One-time standard transfers initiated before the daily cutoff time will begin processing immediately. One-time standard transfers initiated after the daily cutoff time will begin processing on the next available Business Day. Scheduled standard transfers will begin processing on the selected transfer date.

Internal transfers: Internal Transfers initiated before the daily cutoff time are generally posted to the receiving account immediately.

Limitations on account transfers

Availability: External Transfers may only be used to transfer funds to or from other United States financial institutions.

Transaction minimums: Transfers are subject to minimum transaction amounts. These amounts vary depending on the type of transfer request and the minimum amount will be displayed on the screen for your selected type of transfer.

Transaction limits: Transfers are subject to dollar amount and transfer frequency limits, at our discretion. Your dollar limit will be displayed when you initiate a transfer.

Make payments

With Digital Services, you can make and manage one-time payments or pre-authorized automatic recurring payments to eligible accounts you hold with us, to another person, or to a business located in the United States.

Types of payments

One-time payment: You may establish a one-time payment to any Payee located in the United States.

Recurring payment(s): You may establish pre-authorized recurring payments to any Payee in the United States. When establishing your Payment Schedule, you must choose:

- The payment amount: This must be the same amount for each pay period, with the exception that you may pre-authorize a different amount for the final payment of your Payment Schedule.
- The date of the first payment.
- The frequency of the recurring payment (i.e., options ranging from weekly to annually). If the recurring payment date falls on a weekend or holiday, it will be paid on the preceding Business Day.
- The duration of the Payment Schedule. You may choose to have your Payment Schedule terminate on a specific end date or after a specific number of payments. Alternatively, you may choose to have your Payment Schedule continue indefinitely until you modify or cancel your pre-authorization.

Repeat Transfers: You may establish repeat transfers for your eligible River Valley Community Bank accounts. In general, when establishing AutoPay, you must choose:

- The payment amount or option.
- The Payment Account, which could be an External Account.
- The frequency of the payment.

Scheduling and processing one-time and recurring payments

The cutoff time for processing one-time, scheduled, or recurring payments varies, when you establish a Payment Instruction, the cutoff time for your payment will be displayed on the screen.

When scheduling a payment or establishing a one-time payment, we automatically select the first available payment date for your Payee – you have the option to select a later payment date. The selected payment date is the date when your payee will receive the payment, and the payment may begin processing prior to this date.

Payment dates that fall on a non-Business Day will be automatically rescheduled to the first available Business Day before your selected payment date.

Express delivery: Express delivery is an optional feature that allows you to make overnight payment to your selected biller. When available, the earliest express delivery payment date for each Payee will be displayed when you are scheduling the payment. Typically, overnight payments are available for Payees able to accept electronic payments and paper checks.

Express delivery is \$10.00 per payment. Express delivery is one of many options available to deliver payment to a Payee and there may be alternate lower-fee or no-fee options available.

Managing AutoPay

You can change or cancel your AutoPay enrollment at any time. If you change or cancel your AutoPay enrollment, it is your responsibility to review the status of your payments to determine if they will continue to be processed until the AutoPay cancellation or change takes effect. You may need to manually cancel the payment in addition to canceling your AutoPay enrollment. You may

not be able to cancel certain payments that are pending or already in process. We reserve the right to cancel your AutoPay enrollment at any time.

Limitations

Transaction limits: We reserve the right to limit the frequency and dollar amount of transactions from your Payment Account(s) for security or regulatory reasons and to charge or limit access for payroll payments.

Payee restrictions: Your bill payments will not include your Payee's standard remittance slip. Some Payees may take more time to process your payment if the remittance slip is not included, and some payments sent without the remittance slip may be processed by your Payee at a different address. As a result, you should contact your Payees to determine the proper address and amount of lead time for scheduling your payments.

Account restrictions: Restricted accounts, including court-ordered blocked accounts, accounts with administrative holds, and accounts that require two or more signatures may not be designated as a Payment Account. If a Payment Account later becomes a restricted account, you agree not to use that account to make payments and you agree to notify us of the change.

Digital access to bills

E-Bills (or a "e-bill") is an *optional* service allowing you to import the payment information from select third-party billers ("billers"). You must separately enroll for *each* eligible biller that you wish to include. Depending on the biller, a digital bill may only import the payment amount and the payment due date and may not provide any other information contained on a biller's full bill statement. To use E- Bills, you must provide us with information about your account with the biller so that we can retrieve your available bill payment information.

Activation: The biller reserves the right to accept or deny your request to receive electronic bills. The presentment of your first electronic bill may vary from biller to biller and may take up to 60 days, depending on billing cycles.

Notification of bill payment information: Once you have enrolled in an e- bill, you will receive a notification in accordance with your contact preferences when the available bill payment information for the bill cycle of each biller has been posted. In the event you do not receive a notification, it is still your responsibility to monitor your billers to ensure the delivery of your bills. *You are responsible for ensuring timely payment of all bills.*

Paper bill statements: Not all billers will permit you to receive a complete bill statement through E-Bills. Please also be aware that setting up an e- bill may shut off your paper statement option with the biller. You are responsible for checking with your biller(s) regarding the impact of using E- Bills on your receipt of paper statements.

Cancellation: The biller reserves the right to cancel or eliminate the ability for you to access your e-bill through us at any time. You may also choose to cancel an e-bill at any time. For most billers, cancellation will generally take one to three days, but may take up to 60 days (i.e., two one-month billing cycles) for some billers.

If you cancel an e-bill for any biller, it is your sole responsibility to arrange an alternative form of bill delivery through your biller. We will not be responsible for displaying any bills that are already in process but have not yet been delivered at the time you cancel an e-bill.

Non-Delivery: You agree to hold us harmless if the biller fails to deliver your bill, and it is your sole responsibility to notify your billers directly if you do not receive your electronic bills. Copies of previously delivered bills must be requested from the biller directly.

Accuracy: We are not responsible for the accuracy of your bills. We are only responsible for presenting the information we receive from the biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the biller directly.

There are limits to the amount that you may send through bill pay as follows:

- Per-item limit: Limits the amount of each item you deposit and applies to each separate item you deposit.
- Daily limit: Limits the total combined amount of all items deposited on a calendar day. Deposits made after 1 p.m. Pacific Time for business accounts and 7:30 p.m. Pacific Time for consumer accounts will apply to the daily limit of the next calendar day.

Bill pay limits vary depending on many factors; however, our default limits are \$9999.99 per transaction and \$19,999.99 per day. Bill pay limits are subject to change as we continually evaluate many factors and the limits are at our discretion.

Business ACH

ACH payments/transfers may be initiated from eligible Business Accounts to other bank accounts in the United States for permissible business purposes, such as payments to your employees, contractors, partial owners in your business, and trading partners and suppliers.

To complete an ACH payment request, you must provide us with the Recipient's name, and the Recipient's bank account/routing number. You acknowledge that any bank involved in completing the ACH transfer (including us) may rely exclusively on the Recipient information you provide.

You must have sufficient available funds in your Business Account to cover the ACH payment request that you initiate, and you authorize us to debit your Business Account before we send the ACH payment. We may decline to make the ACH transfer if you lack sufficient funds in your Business Account.

Security procedures

You acknowledge that the process for accessing Small Business ACH, including providing your Log-in Credentials, one-time passcode, and any other authorization confirmation procedures that may be required, are a commercially reasonable method of securing against unauthorized ACH transfers. You agree to be bound by these procedures, and to give us reasonable, timely notice of any possible unauthorized use of your Log-in Credentials. **We may process any ACH transfer (as well as any permissible ACH transfer change or cancelation request) that we believe you authorized if we act in compliance with our security procedures. Any such ACH transfer**

request will be deemed effective as if you made it, and you will be obligated to pay us the amount of that ACH payment, even though you did not authorize or transmit the ACH transfer.

Fees

ACH transfers incur a fee, which will be provided on the Fee Information disclosures.

Completing an ACH transfer

Parameters for initiating an ACH transfer include, but are not limited to, the following:

- Transfer Timing & Delivery: A one-time ACH transfer may be initiated either for next day processing, or scheduled for a future date. ACH transfers typically take one Business Day to complete.

Transfer requests must be completed before **3 pm Pacific Time(“PT”)** on a Business Day in order to be processed the next day. ACH transfer requests made after the cutoff time will be processed in two business days. The funds will be available based on the selected delivery method, calculated from the processing date.

- Transfer Limits: ACH payments are subject to dollar amount and transfer frequency limits, at our discretion.
- Currency: ACH payments may only be made in U.S. currency.

Limits on liability

Your, and our, rights and obligations regarding ACH payments are governed by (a) *Your Deposit Account Agreement*; (b) this Agreement, (c) the Authorization provided when

make an ACH transfer request; and (d) any other separate written agreement you may have with us regarding ACH payments; and (d) to the extent not otherwise specified in any other agreement, Article 4A of the Uniform Commercial Code (“UCC4A”) as enacted in the state in which you have an account with us. You also acknowledge that you are bound by the then-current version of the NACHA Operating Rules and agree not to initiate any ACH payment in violation of the NACHA Rules; any of our agreement terms; or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control, FinCEN, and Operating Circular 4 of the Federal Reserve Bank.

Specific limits on our liability include, but are not limited to, the following:

- We have no duty to detect any mistake in the Recipient information you provide and are not liable for any resulting ACH transfer errors or loss of funds.
- You expressly agree that we are liable only for our negligent performance or non-performance of an ACH transfer, and our responsibility is limited to exercising reasonable and ordinary care in processing your transaction. We also are not liable for any error, delay, or any other commission or omission by any third party we use in facilitating an ACH transfer.

- If we make an error in the ACH transfer amount resulting in sending an amount different from the amount you requested – either transferring more or less than you requested, our liability is limited to correcting the error. If we transfer more than the amount requested, we will refund the amount erroneously paid, with any limited interest required.
- Unless otherwise required by law, we will not be liable for special, indirect, or consequential damages of any kind. We also are not liable for attorney fees, except where required by law.

FEATURES TO HELP MANAGE YOUR MONEY

Money Management

Money Management services help you, and/or your financial advisor, manage your finances by allowing us to retrieve the account information from your accounts held at other financial institutions and provide you with a consolidated view of your finances. Account aggregation provided within Digital Services is not available for all types of accounts.

Authority to access accounts on your behalf

We need your authorization before retrieving your account information held at other financial institutions and you will need to separately link each account you direct us to access on your behalf. You represent that you are a legal owner, or an authorized user, of the account(s) at other financial institutions which you access through Digital Services, and that you have the authority to designate us as your agent and provide us with the passwords, usernames, and all other information associated with accessing your account(s) at other financial institutions.

You grant us a limited power of attorney and appoint us as your lawful attorney-in-fact and agent, with full power and authority to access third party internet sites, servers, or electronic documents to retrieve information on your behalf. You grant us the ability to use this information in your name and in your place, in all capacities, including in the same ways that are permissible by you in person. You understand and agree that we are not sponsored or endorsed by any third-party site. **You acknowledge and agree that when we access and retrieve information from third-party sites, we are acting at your request and with your permission and authorization, and not on behalf of the third-party sites.**

License to use your information

Your use of account aggregation services within Digital Services is your authorization for us, as your agent, to access third-party sites which you designate to retrieve your information. You are licensing to us any information, data, passwords, materials or other content (collectively, **“Content”**) provided through, or in connection with, such account aggregation services. You agree that we may store, use, modify, display, distribute, and create new material using such Content for the purpose of providing services to you.

Limitations

Some third parties may limit (or block) account aggregation services. You are responsible for understanding whether such limitations exist and how these limitations may impact your ability to link accounts held with these third parties. We are not liable for errors that may result from limitations imposed by third parties.

Any information displayed or provided as part of the account aggregation service is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We are not responsible for the accuracy or availability of the information.

Third-party account aggregation services

Some companies offer financial management tools that allow you to access account information (including account statements and tax documents) from a variety of sources so that you can view multiple accounts at a single online location. These services may require you to provide personal identification information, including specific account information and your Log-in Credentials. By providing your Log-in Credentials to such a service you authorize that service to access your account which may include the ability to initiate transfers to or from your account. Please use caution when providing personal information and Log-in Credentials to third party service providers. **Any use of a third-party site is at your own risk. If you elect to provide your Log-in Credentials or other information about your accounts to a third party, you are responsible for the use of your account or the disclosure of any personal information by the third party. Please see the section “privacy & security” in this Agreement for more information on safeguarding your Log-in Credentials. Should you decide to revoke any access you have given to a third-party account aggregation service, you must contact us, in which case we may need to block your access to Digital Services until we issue new Log-in Credentials.**

Tools, calculators, and personal financial management software

Our Digital Services may contain financial tools, calculators, insights based on account activity, and other features which are designed to help you value your assets and make informed decisions about your finances. All such tools, calculators, and services are provided by us or our Service Providers for educational and informational purposes only. We do not guarantee the accuracy of the tools or information provided. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use or reliance on the information provided by any of the tools or insights.

You may download or authorize us to share certain transactional data for use with other third-party software tools and products created by parties that we do not own or control, including personal financial management software. If you install or use such software, you are responsible for obtaining any applicable license agreements. You assume all risks of any software that you install, download, or use, and you understand that any information you provide or enter third-party software may be accessed by unauthorized third parties. If you use the third-party software to transmit information, you and the third-party provider are responsible for the security and confidentiality of that information.

Categorizing transactions

When using Money Management, you can categorize transactions with tags, notes, and comments for your own use. Based on these categorizations, you may be able to create and export reports. You are responsible for confirming the accuracy of such information and we are not liable for any errors or omissions in that information or for any damage or loss you might suffer in connection with that information.

ADDITIONAL TERMS OF USE

Help and assistance

In addition to our online FAQs, tips, and other resources, the CoBrowse and ScreenShare services allow you to authorize us to view your screen along with you to provide real time assistance or troubleshoot issues you may be experiencing on your device.

CoBrowse

CoBrowse enables us to view your active Digital Services session in a limited capacity to provide you with live on-screen assistance while interacting with Digital Services. We will only be able to CoBrowse with you within Digital Services and will not be able to view other applications on your device.

ScreenShare

ScreenShare enables us to view your active Digital Services session with expanded access to provide you with live on-screen assistance while interacting with Digital Services. This expanded access will enable us to provide you with real-time assistance to respond to and/or address your needs. We will be able to see any open applications that are running on your device.

Ending the CoBrowse or ScreenShare session

You may end your session at any time by clicking “End Session,” or by closing your web browser / App. Once the CoBrowse or ScreenShare session has ended, our ability to view your active computer screen will cease.

Automated chat

Some help and assistance features of Digital Services may use automated chat functionality. If you would like to speak to a personal representative, please call us at a number at the end of the Agreement.

Fees

While there is no fee for most Digital Services, there may be a fee associated with some enhanced features of Digital Services. These fees are described within Digital Services when you use such features. Fees may be changed at our sole discretion, but you will receive notice of these changes in accordance with applicable law. You agree to pay all such fees associated with Digital Services and authorize us to deduct the calculated amount from the account(s) you have with us.

You are responsible for all other fees and charges that may be assessed by your wireless operator, internet service provider, or any other third-party provider you may engage.

Other agreements

This Agreement is in addition to other agreements and disclosures that apply to your account(s) and it incorporates by reference all on screen instructions, disclosures, limitations, fees, and notices. For example, when you access your deposit account using Digital Services, the underlying terms and conditions of your deposit account continue to apply. You may also use your Log-in Credentials to access services we provide through other digital platforms. These other digital platforms may have additional or separate terms of use that apply specifically to that digital platform. If there is a conflict between this Agreement and other agreements (or terms of use) terms that specifically reference the Digital Services features described herein, this Agreement will control in resolving those inconsistencies. For all other applicable deposit accounts, loan and credit agreements, including all disclosures made pursuant to such agreements that you have with us. This Agreement supplements and does not replace the other account disclosures applicable to your account(s) with us. If this Agreement conflicts with another applicable agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control unless specifically stated otherwise. The other agreement will control only with respect to the affected account and/or Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

Equipment

You are responsible for and must provide all mobile devices, computers, and/or other equipment, software (other than any software we provide), and services necessary to access Digital Services. You may need additional software that is capable of opening PDF files to view, print, and/or save electronic versions of your documents.

You are solely responsible for the selection, installation, maintenance and operation of your personal computer, mobile device and software. We expressly disclaim all liability as it relates to the improper use of your personal computer, mobile device and the transmission of data except as provided by statute. We are not responsible for any errors or failures due to any malfunction of your personal computer, mobile device or the software, including whether caused by the equipment, software, us or by Internet browser providers such as Microsoft® (Internet Explorer® browser), Apple® (Safari® browser), Google® (Chrome™ browser), and Mozilla® (Firefox® 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, Digital Services, Internet browser or access software or unsuitability of your personal computer, mobile device or software, any virus or any problems that may be associated with the use of Digital Services. We suggest that you routinely scan your personal computer and/or mobile device using a virus protection product. An undetected virus may corrupt and destroy your programs, files and your hardware.

Links to other internet sites and third-party services

Digital Services may contain links to other websites, merchandise, and services provided, owned or operated by third parties. These links do not imply our endorsement or approval of material on any third-party website. The linked websites are not under our control, and we are not responsible for the availability, content, products, services, advertising, or other materials available on third-party websites. The privacy policies of third-party websites may provide less security than our websites, so we strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning third-party websites, merchandise, and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever regarding any third-party website, merchandise, or service and we are not responsible or liable to you for any damages, losses, or injuries of any kind arising out of your use of any third-party website.

Intellectual property rights

All content connected with Digital Services is the exclusive intellectual property of us, our licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through Digital Services only for your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse-engineer or reverse-compile any technology, including any software or other content associated with Digital Services

The trademarks, logos, and service marks displayed in connection with Digital Services are the registered and unregistered trademarks of us, our Service Providers, or other third parties. Under no circumstances may you use, copy, imitate, alter, modify, or change these trademarks. Nothing contained on, in, or otherwise connected with these Digital Services should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of us or the third party, which has rights to such trademark.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding any of the Digital Services shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any of these materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Accessing digital services from outside the United States

Digital Services may not be available in all countries, and you understand that the described products and services are intended for customers located in the United States and U.S. Territories. You also understand that we are based in the United States, and that all information and transactions available within Digital Services are reflected as U.S. currency.

We do not make any representation that Digital Services are appropriate or available for use outside the United States or U.S. Territories. You are prohibited from accessing Digital Services from territories where the use of any Digital Service is illegal. *If you choose to access Digital Services from locations outside the United States or U.S. Territories, you do so at your own risk and you are responsible for compliance with local laws.*

Data tracking

We use first-party and third-party cookies, and we use Strictly Necessary, Performance, Functional, and Targeting (Advertising) cookies to enhance your user experience, to provide you with (or evaluate you for) products and services, to communicate with you about your accounts or transactions, to enhance security and fraud prevention, to personalize content and ads, to optimize or improve our products and services, to comply with legal and regulatory obligations, and to analyze our traffic. We may share the information collected through cookies with our Service Providers in the United States (which may be outside the jurisdiction in which you reside). Our provision of, and each use of Digital Services constitutes your continuing consent to the use of this technology on our sites.

Export control

You acknowledge that your use of Digital Services is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of Digital Services and any associated software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Digital Services except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Digital Services in any embargoed or sanctioned country.

Intended use

Digital Services are intended for customers who are 18 years old or older, or otherwise able to lawfully enter into contracts under applicable law and in connection with your account or cardholder agreement. You agree not to use Digital Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Digital Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) access the information and content programmatically by macro or other automated means; or (d) use Digital Services in such a manner as to gain unauthorized entry or access to computer systems.

Changes in terms of use

We reserve the right to modify this Agreement at any time. You will receive notice in accordance with applicable law when any changes are made that materially affect your rights. **By accessing your account and continuing to engage in Digital Services, you agree to the most recent version of this Agreement.**

Delay or suspension of service

We reserve the right to refuse to process any transaction you initiate, and we may suspend your access to Digital Services at any time, for any reason, and without notice. Reasons we may suspend or terminate your use of Digital Services include you close your account, suspicious account activity, or suspected abuse of terms outlined in this Agreement. Until your account is reinstated for Digital Services, you will not be able to send and/or receive payments using any of the Digital Services. If we terminate or suspend your use of Digital Services, we reserve the right to make no further payments from your accounts, including any transactions you have previously authorized.

If you cancel your access to Digital Services, you authorize us to continue to honor the Payment Instructions you have previously authorized until we have had a reasonable opportunity to act upon your cancellation notice. Once we have acted upon your cancellation notice, we will make no further payments from your accounts, including any payments you have previously authorized.

Nothing in this agreement is intended to prohibit or otherwise restrict your right to leave feedback, write reviews, or provide commentary on our Digital Services in app stores, review aggregator sites, social media sites, or other similar platforms.

Term and termination

We reserve the right to add or eliminate Digital Services, and we may terminate all or part of this Agreement and your use of any or all Digital Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using Digital Services upon our request.

You may contact us to voluntarily terminate your access to Digital Services and withdraw your consent to this Agreement. If you terminate your access and/or withdraw your consent to this Agreement, you will no longer have access to any of the Digital Services.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to your liability, intellectual property, warranty disclaimers, limitations of liability, and indemnification.

No warranties

NEITHER WE, NOR SERVICE PROVIDERS, REPRESENTS OR WARRANTS THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF DIGITAL SERVICES, OR THE ERROR FREE USE OF DIGITAL SERVICES. ALL DIGITAL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND FREEDOM FROM A COMPUTER VIRUS.

IN THE EVENT OF A SYSTEM FAILURE OR INTERRUPTION, YOUR DATA MAY BE LOST OR DESTROYED. YOU ASSUME THE RISK OF LOSS OF YOUR DATA DURING ANY SYSTEM FAILURE OR INTERRUPTION AND THE RESPONSIBILITY TO VERIFY THE ACCURACY AND COMPLETENESS OF ANY TRANSACTIONS SO AFFECTED.

Limitation of liability; indemnification

WITH THE EXCEPTION OF THE PROTECTIONS OFFERED UNDER REGULATION E, IN NO EVENT WILL WE OR ANY SERVICE PROVIDERS BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIM FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER CAUSED BY OR RESULTING FROM (1) THE USE OR THE INABILITY TO USE ANY DIGITAL SERVICE; (2) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO YOUR INFORMATION; (3) ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH ANY DIGITAL SERVICE, OR (4) ANY OTHER FAILURE, ACTION, OR OMISSION.

IN NO EVENT SHALL WE OR OUR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO DIGITAL SERVICES OR THE PORTION OF THE SITE THROUGH WHICH DIGITAL SERVICES ARE OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT-OF-POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR SERVICE PROVIDERS HARMLESS FROM ANY AND ALL THIRD-PARTY CLAIMS, ACTIONS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING FROM (1) A THIRD-PARTY CLAIM, ACTION OR ALLEGATION OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION BASED ON INFORMATION, DATA, FILES OR OTHER MATERIALS SUBMITTED BY YOU TO OR THROUGH ANY DIGITAL SERVICE; (2) ANY FRAUD, MANIPULATION OR OTHER BREACH OF THIS AGREEMENT BY YOU; (3) ANY THIRD-PARTY CLAIM, ACTION OR ALLEGATIONS BROUGHT AGAINST US ARISING OUT OF OR RELATING TO A DISPUTE WITH YOU OVER THE TERMS AND CONDITIONS OF AN AGREEMENT OR RELATED TO THE PURCHASE OF SALE OF ANY GOODS OR SERVICES; (4) YOUR VIOLATION OF ANY LAW OR RIGHTS OF A THIRD PARTY; OR (5) USE OF ANY DIGITAL SERVICE OR USE OF YOUR ACCOUNT BY ANY THIRD PARTY.

WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES. YOU WILL NOT SETTLE ANY ACTION OR CLAIMS ON OUR BEHALF WITHOUT OUR PRIOR WRITTEN CONSENT.

Resolution of disputes by arbitration

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

THE FOLLOWING PROVISION APPLIES TO ANY CLAIM, CAUSE OF ACTION, PROCEEDING, OR ANY OTHER DISPUTE BETWEEN YOU, ON THE ONE HAND, AND US, OUR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, PREDECESSORS-IN-INTEREST, PERSONAL REPRESENTATIVES, HEIRS AND/OR SUCCESSORS, AND ASSIGNS, ON THE OTHER HAND (EACH A “CLAIM” AS FURTHER DEFINED UNDER THE HEADING “CLAIMS COVERED BY ARBITRATION”), INCLUDING ALL QUESTIONS OF LAW OR FACT RELATED THERETO.

AGREEMENT TO ARBITRATE: EITHER YOU OR WE MAY ELECT IN WRITING, AND WITHOUT THE CONSENT OF THE OTHER, TO ARBITRATE ALL CLAIMS COVERED BY THIS PROVISION.

CLAIMS COVERED BY ARBITRATION: CLAIMS SUBJECT TO OUR AGREEMENT TO ARBITRATE SHALL INCLUDE ALL OF THE FOLLOWING: (1) CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT, OR ANY PRIOR OR LATER VERSIONS OF THIS AGREEMENT AS WELL AS ANY CHANGES TO THE TERMS OF THIS AGREEMENT; (2) CLAIMS RELATED TO OR ARISING OUT OF ANY ASPECT OF ANY RELATIONSHIP BETWEEN US THAT IS GOVERNED BY THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STATUTE, REGULATION, OR ANY OTHER LEGAL THEORY; (3) CLAIMS RELATED TO YOUR USE OF ANY OF THE DIGITAL SERVICES WE MAKE AVAILABLE TO YOU THROUGH OUR WEBSITE, ONLINE BANKING PLATFORMS, AND MOBILE APPS; AND (4) CLAIMS THAT RELATE TO THE FORMATION, CONSTRUCTION, SCOPE, APPLICABILITY, OR ENFORCEABILITY OF THIS ARBITRATION PROVISION. CLAIMS INCLUDE CLAIMS THAT AROSE BEFORE WE ENTERED INTO THIS AGREEMENT (SUCH AS CLAIMS RELATED TO ADVERTISING) AND AFTER TERMINATION OF THIS AGREEMENT.

ARBITRATION: THE PARTY INITIATING ARBITRATION MUST INITIATE SUCH ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). IF AAA IS FOR ANY REASON UNABLE TO SERVE, THEN THE PARTIES MAY AGREE TO A COMPARABLE SUBSTITUTE ORGANIZATION. IF THE PARTIES ARE UNABLE TO AGREE, THEN A COURT OF COMPETENT JURISDICTION SHALL APPOINT A COMPARABLE SUBSTITUTE ORGANIZATION.

SMALL CLAIMS JURISDICTION: IF A PARTY’S CLAIM IS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT WHERE YOU RESIDE, EITHER PARTY MAY AT ANY TIME CHOOSE TO TAKE THE CLAIM TO THAT COURT INSTEAD OF ARBITRATION. THE PARTY MAY TAKE THE CLAIM TO SMALL CLAIMS COURT WITHOUT FIRST FILING IN ARBITRATION OR, AFTER A CASE IS FILED IN ARBITRATION, A PARTY MAY SEND WRITTEN NOTICE TO THE OPPOSING PARTY AND THE ARBITRATION FORUM THAT IT WANTS THE CLAIM DECIDED BY A SMALL CLAIMS COURT. AFTER

RECEIVING THE NOTICE, THE ARBITRATION FORUM SHALL ADMINISTRATIVELY CLOSE THE CASE.

ARBITRATION PROCEDURE: THE ARBITRATION SHALL BE DECIDED BY A SINGLE NEUTRAL ARBITRATOR. EXCEPT AS MODIFIED BY THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION, AAA SHALL ADMINISTER ARBITRATION IN ACCORDANCE WITH AAA'S CONSUMER ARBITRATION RULES. AAA'S RULES MAY BE OBTAINED FROM WWW.ADR.ORG OR 800-778-7879 (TOLL FREE).

AT THE TIME OF INITIATING ARBITRATION, THE PARTY SEEKING TO INITIATE ARBITRATION MUST PROVIDE THE OTHER PARTY WITH THE DEMAND FOR ARBITRATION AND IDENTIFY THE ACCOUNT HOLDER(S) AND ACCOUNT(S) AT ISSUE, INCLUDING THE ACCOUNT NUMBER(S), AND PROVIDE A SHORT AND PLAIN STATEMENT OF THE CLAIMS ASSERTED AND THE RELIEF SOUGHT. THE PARTIES AGREE THAT FEDERAL RULE OF CIVIL PROCEDURE 11 SHALL APPLY TO THE ARBITRATION PROCEEDING, INCLUDING THAT THE CLAIMS AND RELIEF SOUGHT ARE NEITHER FRIVOLOUS NOR BROUGHT FOR AN IMPROPER PURPOSE.

THE ARBITRATOR WILL DECIDE THE DISPUTE IN ACCORDANCE WITH THE TERMS OF OUR ACCOUNT AGREEMENT AND APPLICABLE SUBSTANTIVE LAW, INCLUDING THE FEDERAL ARBITRATION ACT AND APPLICABLE STATUTES OF LIMITATION. THE ARBITRATOR SHALL HONOR CLAIMS OF PRIVILEGE RECOGNIZED AT LAW. THE ARBITRATOR MAY AWARD DAMAGES OR OTHER RELIEF (INCLUDING INJUNCTIVE RELIEF) AVAILABLE UNDER APPLICABLE LAW, INCLUDING RELIEF CONTEMPLATED UNDER FEDERAL RULE OF CIVIL PROCEDURE 11. THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO AWARD RELIEF TO, OR AGAINST, ANY PERSON OR ENTITY WHO IS NOT A PARTY TO THE ARBITRATION. THE ARBITRATOR WILL TAKE REASONABLE STEPS TO PROTECT CUSTOMER ACCOUNT INFORMATION AND OTHER PROPRIETARY OR CONFIDENTIAL INFORMATION. ANY ARBITRATION HEARING SHALL TAKE PLACE IN THE FEDERAL JUDICIAL DISTRICT THAT INCLUDES YOUR HOME ADDRESS, UNLESS YOU AND WE AGREE IN WRITING TO A DIFFERENT LOCATION OR THE ARBITRATOR SO ORDERS. IF ALL CLAIMS ARE FOR \$10,000 OR LESS, YOU MAY CHOOSE WHETHER THE ARBITRATION WILL BE CONDUCTED SOLELY ON THE BASIS OF DOCUMENTS SUBMITTED TO THE ARBITRATOR, THROUGH A TELEPHONIC HEARING, OR BY AN IN- PERSON HEARING IN ACCORDANCE WITH AAA'S RULES.

AT YOUR OR OUR REQUEST, THE ARBITRATOR WILL ISSUE A REASONED WRITTEN DECISION SUFFICIENT TO EXPLAIN THE ESSENTIAL FINDINGS AND CONCLUSIONS ON WHICH THE AWARD IS BASED. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING, SUBJECT TO JUDICIAL REVIEW ONLY TO THE EXTENT ALLOWED UNDER THE FEDERAL ARBITRATION ACT. YOU OR WE MAY SEEK TO HAVE THE AWARD VACATED OR CONFIRMED AND ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION.

NO CLASS ACTION OR JOINDER OF PARTIES: YOU AND WE AGREE THAT ANY CLAIM BROUGHT IN ARBITRATION WILL BE BROUGHT ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE THAT NO CLASS ACTION, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTION BE PURSUED IN COURT IF EITHER YOU OR WE ELECT ARBITRATION. UNLESS MUTUALLY AGREED TO BY YOU AND US, CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED, CONSOLIDATED, OR OTHERWISE BROUGHT

TOGETHER IN THE SAME ARBITRATION (UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS OR BENEFICIARIES ON YOUR ACCOUNT AND/OR RELATED ACCOUNTS, OR PARTIES TO A SINGLE TRANSACTION OR RELATED TRANSACTION). IF UNDER APPLICABLE LAW A CLAIM, REMEDY OR REQUEST FOR RELIEF CANNOT BE COMPELLED TO ARBITRATION, THEN THAT CLAIM, REMEDY OR REQUEST FOR RELIEF SHALL BE SEVERED AND MAY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION UNDER THIS AGREEMENT AFTER ARBITRATION AND ALL APPEALS ARE CONCLUDED. THE REMAINING CLAIMS, REMEDIES OR REQUESTS FOR RELIEF SHALL BE SUBMITTED TO ARBITRATION CONSISTENT WITH THE TERMS OF THIS PROVISION. IF THIS SPECIFIC PARAGRAPH IS DETERMINED BY THE ARBITRATOR TO BE UNENFORCEABLE, THEN THIS ENTIRE PROVISION SHALL BE NULL AND VOID.

ARBITRATION COSTS: THE PARTIES WILL BE RESPONSIBLE FOR THE COSTS OF ARBITRATION AS SET FORTH IN THE RULES OF THE APPLICABLE ARBITRATION FORUM AND SUBJECT TO APPLICABLE LAW. TO THE EXTENT ALLOWED BY APPLICABLE LAW, OUR AGREEMENTS, AND THE RULES OF THE APPLICABLE ARBITRATION FORUM, THE ARBITRATOR MAY AWARD ARBITRATION COSTS AND ATTORNEYS' FEES TO THE PREVAILING PARTY. OTHERWISE, EACH PARTY WILL PAY ITS OWN ATTORNEY, EXPERT AND WITNESS FEES.

APPLICABLE LAW: YOU AND WE AGREE THAT YOU AND WE ARE PARTICIPATING IN TRANSACTIONS THAT INVOLVE INTERSTATE COMMERCE AND THAT THIS PROVISION AND ANY RESULTING ARBITRATION ARE GOVERNED BY THE FEDERAL ARBITRATION ACT. TO THE EXTENT STATE LAW APPLIES, THE LAWS OF THE STATE GOVERNING YOUR ACCOUNT RELATIONSHIP APPLY. NO STATE STATUTE PERTAINING TO ARBITRATION SHALL APPLY.

SEVERABILITY: EXCEPT AS THIS PROVISION OTHERWISE PROVIDES, IF ANY PART OF THIS PROVISION IS DEEMED TO BE INVALID OR UNENFORCEABLE BY THE ARBITRATOR, THAT PART WILL BE SEVERED FROM THE REMAINDER OF THIS PROVISION AND THE REMAINDER OF THIS PROVISION WILL BE ENFORCED.

Attorney's fees

Where used, "attorney's fees" includes our attorney's fees, court costs, collection costs, and all related costs and expenses. Notwithstanding any provision in this Agreement to the contrary, any provision for attorney's fees in this Agreement shall not be enforceable in any dispute governed by the laws of California.

Litigation class action waiver

To the extent a Claim is not submitted to arbitration for any reason, you and we agree that any Claim filed in court will be brought on an individual basis only. You and we agree not to participate in any class action, private attorney general action, or other representative action for any Claim filed in court by any party.

Waiver

We will not be deemed to have waived any of our rights or remedies under this Agreement unless our waiver is in writing and signed by our authorized officer. No delay or omission on our part in exercising any rights or remedies will operate as a waiver. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

Severability and headings

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or the validity or enforceability of any other provision in that or any other jurisdiction.

The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

Assignment

You may not assign your obligations under this Agreement to any other party, and we will not honor any such assignment. We may assign this Agreement, and you agree that we have the right to delegate to Service Providers all the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides us.

COMPLETE AGREEMENT

This Agreement represents the sole and exclusive agreement between you and us regarding Digital Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding use of Digital Services. This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota (without regard to any choice of law provisions thereof).

DEFINITIONS

The following definitions apply in this Agreement:

The words **“we,” “our,”** and **“us”** mean **River Valley Community Bank** and respective affiliates, employees, successors, and assigns.

The words **“you”** and **“your”** mean each account owner and anyone else with access to the account to perform the transactions or receive the services covered in this Agreement. If there is more than one owner, then these words mean each account owner separately and all account owners jointly.

“Available Balance” as used throughout this agreement has the same meaning as defined in your Deposit Account Agreement. Generally, it means the amount of money that can be withdrawn at a point in time, but it does not reflect every transaction you have initiated or previously authorized. Please see the on-screen information within Digital Services and Your Deposit Account Agreement for more information on Available Balance.

“Business Account” means any account established for purposes other than personal, family, or household use. For example, an account established by a sole proprietor, a corporation, a partnership, a limited liability company, or any other business entity.

“Business Days” include Monday through Friday. The Federal Reserve Bank holidays are not Business Days.

“Consumer” means a natural person, and does not include a corporation, limited liability company, or other entity.

“Consumer Account” means any means a demand deposit (checking), savings, or other consumer asset account established primarily for personal, family, or household purposes. Prepaid card accounts are not Consumer Accounts.

“Check Image” means an electronic image of an original paper draft (check), payable on demand to you, and drawn on (or payable through) an office of a United States bank.

“Electronic Deposit” means the package of information (including the Check Image, dollar amount information, deposit account information, etc.) that is transmitted to us, allowing for the deposit, processing, and collection of the item.

“External Account” means a Consumer or Business deposit account (i.e., checking or savings) held at a domestic (United States) financial institution other than River Valley Community Bank.

“Instant Payment” means a payment or transfer initiated from an eligible account that is processed through a payments network with the capability to deliver and completely settle payments almost immediately after the requested processing time, 24 hours a day, 7 days a week, and includes payments processed using the FedNow payments networks.

“Log-in Credentials” means your personal ID, password, and any other unique biometric attribute (such as facial recognition or fingerprint) used to access Digital Services.

“Payment Account” means an account from which the payments you initiate will be debited, or to which payments and credits to you will be credited. Not all accounts are eligible to be designated as a Payment Account; eligible accounts will be displayed within the user interface.

“Payment Instruction” means the information you provide for a payment to be initiated to a Recipient or Payee (such as the amount of the payment, the date of the payment, the recipient’s or biller’s name, address, mobile telephone number, email address, or bank account and routing number).

“Payment Schedule” means the pre-authorized payments that you schedule to occur on a specific date or a recurring set of dates.

“Recipient” or “Payee” means a person or business entity that *receives* a payment through Digital Services.

“Sender” means a person or business entity that *sends* a payment through Digital Services.

“Service Providers” means any processor or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with Digital Services. This includes any agent, independent contractor, or subcontractor of any of the foregoing.

CONTACT US

If you have any questions, concerns, or complaints, you may contact us through Digital Services, at a branch, or by contacting us at 530-755-0418. Please note that some account types have unique contact information. Keep in mind that we may not immediately receive electronic messages you send, and we will not act based on your electronic message until we receive it and have a reasonable time to act. If you need immediate assistance, or you would like to report an unauthorized transaction, please call us.