

North Valley Bank

Your Casual E-Banker Access Agreement

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I. Introduction

This Access Agreement ("Access Agreement") for accessing North Valley Bank accounts through Your Casual E-Banker explains the terms and conditions governing the online banking services and bill pay offered through Your Casual E-Banker. By using the Your Casual E-Banker Services, you agree to the terms and conditions of this Access Agreement. Please read this Access Agreement carefully and in its entirety. This Access Agreement will be governed by and interpreted in accordance with the laws of the State of Ohio and the Federal laws and regulations of the United States. Each of your accounts at North Valley Bank is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure") that was provided to you when you opened account(s). Please contact us for additional copies of your applicable Deposit Agreement and Disclosure.

The terms "**we**," "**us**," "**our**," "**Your Casual E-Banker**," and "**Bank**" refer to North Valley Bank. "**You**," "**your**" and "**user**" refer to each person or entity in whose name an account is maintained with the Bank or who holds an ownership interest therein or exercises signing authority thereon.

The term "**business days**" means Monday through Saturday, excluding Federal holidays.

Your Casual E-Banker can be used to access your North Valley Bank account(s).

II. Accessing Your North Valley Bank Accounts through Your Casual E-Banker

A. Requirements

To access your account(s) through Your Casual E-Banker, you must have a North Valley Bank account and a password to access your account online. See Section III A of this Access Agreement for more information regarding your online password.

B. Electronic Mail (E-mail)

Sending electronic mail (E-mail) through Your Casual E-Banker is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your online password to a session of Your Casual E-Banker. Be advised that we will not immediately receive an e-mail message sent by you. No action can be taken with respect to an e-mail message sent by you until we actually receive it and have a reasonable opportunity to act on it.

Be advised also that you cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Your Casual E-Banker or call **1-740-450-2265** or toll free **1-888-347-4355**.

C. Fees

There are no additional monthly or transaction fees for accessing or transacting business on your account(s) through Your Casual E- Banker. Applicable monthly and transaction fees set forth in your Deposit Agreement and Disclosure will apply.

Please note that fees may be assessed by your internet service provider, cable or Phone Company, or other third parties with respect to your accessing the internet, which fees will be your responsibility.

D. New Services

North Valley Bank may, in its sole discretion, from time to time, introduce new online or internet-based services. We will notify you of any new online services and the rules governing those services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

E. Benefits of Using Your Casual E-Banker

With Your Casual E-Banker, you can manage your personal or small business accounts from your home or office on your personal computer. You can use Your Casual E-Banker to:

- View account balances and review transaction history.
- Transfer money between accounts (subject to the applicable account Deposit Agreement and Disclosure).
- Pay bills to merchants, institutions or individuals.
- Communicate with North Valley Bank through E-mail.

III. Terms and Conditions

The first time you access your North Valley Bank account(s) through Your Casual E-Banker, you will be required to acknowledge your agreement to be bound by all the terms and conditions of this Access Agreement and to also acknowledge your receipt and understanding of this Access Agreement and the disclosures set forth herein. Please review this Access Agreement carefully.

A. Your Online Password

You will be given an online Password that is required for you to access your North Valley Bank accounts through Your Casual E-Banker. This password can be changed within Your Casual E-Banker using the options button. **We recommend that you immediately change your password when you first log in, and changing your password at least every forty-five (45) days thereafter.** North Valley Bank will act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. Your password is a minimum length of eight (8), which will contain letters and at least one number and one special character, (examples of special characters include !, \$, & and *) excluding >, < and '. Examples of appropriate types of password: cfi8adg\$; 8nor&val and brd7?bbd. You would never want to use the word "password" as your

password. If you change it to p@7sw0rd!, you've got something that would take some time to crack but is fairly simple to remember. You are responsible for keeping your password, account numbers and other account data confidential. Failure to do so could result in unauthorized access and use of, and/or loss to, your account(s).

B. Payment Account

Although there are no additional fees for accessing your accounts through Your Casual E-Banker, you may, at some point, be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify North Valley Bank and identify a new payment account for the selected services. Additionally, if you close all North Valley Bank accounts, you must notify North Valley Bank Customer Service to cancel the Your Casual E-Banker services.

Your online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, Your Casual E-Banker services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call North Valley Bank Customer Service at **1-740-450-2265 or toll free at 1-888-347-4355**.

If you do not access your North Valley Bank accounts through Your Casual E-Banker for any (1) one year period, North Valley Bank reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

You are responsible for any cost, charge or expense incurred by you in accessing your North Valley Bank accounts through Your Casual E-Banker, including without limitation any cost, charge or expense imposed by your internet service provider.

If you wish to cancel any of the North Valley Bank services offered through Your Casual E-Banker, please contact North Valley Bank Customer Service at **1-740-450-2265 or toll free at 1-888-347-4355** or send us cancellation instructions in writing to **North Valley Bank, PO Box 1115, Zanesville OH 43702-1115**.

C. Our Liability

If we do not complete a transfer or other transaction initiated through Your Casual E-Banker from your consumer account on time or in the correct amount according to our agreement, then we will be liable to you for your losses or damages incurred as a direct result of our failure. However, there are exceptions to our liability. **WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY WAY RELATING TO YOUR CASUAL E-BANKER.** We will also **NOT** be liable, for the following:

- If any transfer or transaction would be in excess of the credit limit for the account.
- If your account is closed or if it has been frozen.

- If your equipment or ours was not working properly and the breakdown should have been apparent to you when attempting to initiate the transaction.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
- If you have not given us complete, correct or current account numbers or information or other identifying information so that we can complete the transaction.
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or inform us of any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your transfer or transaction to be timely received and credited.
- If the funds in the account from which a transfer or transaction is to be made are subject to legal process or other claim restricting the transfer or transaction.
- If you, or anyone you allow to access your account, commits any fraud or violates any law or regulation.
- If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

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

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Your Casual E-Banker transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through Your Casual E-Banker may result in an overdraft of your account and may, at North Valley Bank's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

E. Hours of Accessibility

You can access your North Valley Bank accounts through Your Casual E-Banker seven days a week, 24 hours a day. However, at certain times, some or all of Your Casual E-Banker may not be available due to system maintenance. You will be notified through Your Casual E-Banker when this occurs.

A transfer initiated through Your Casual E-Banker before 7:00 P.M. Monday through Friday or 2:00 P.M. on Saturday is posted to your account the same day. All transfers completed after these times on a business day or on Sunday or on a Federal holiday, will be posted on the next business day.

Our business days are Monday through Saturday. Sunday and Federal holidays are not included as a business day.

F. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts through Your Casual E-Banker. Current balance and activity information is available as of the time of your logon to Your Casual E-Banker and is up-to-the-minute with the bank's records.

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

IV. Bill Pay Service

A. Using the Service

Your Casual E-Banker Payment Service allows you to schedule bill payments through Your Casual E-Banker. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your North Valley Bank checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of Your Casual E-Banker. We are unable to process any payment of taxes, court-directed payments such as alimony, child support, speeding tickets, etc, or payments to payees outside the United States through Your Casual E-Banker Bill Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through Your Casual E-Banker. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When Your Casual E-Banker receives a payment instruction, you authorize us to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, you agree that due to circumstances beyond the control of Your Casual E-Banker, particularly delays in handling and posting payments and slow-responding companies or financial institutions, some transactions may take a day or even a few days longer. **Please refer to "Terms of Service" agreement presented and required to be acknowledged when signing up for Bill Pay Services for additional information.**

V. General Terms

A. Changes to Charges, Fees or Other Terms

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

B. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information. North Valley Bank's Privacy Policy can be reviewed within the Casual E-Banker. For additional information click on the Privacy Link.

C. Questions or Error Correction on Your Casual E-Banker Transactions

In case of questions or errors about funds transfer through Your Casual E-Banker involving your account(s), here is what you should do:

- Contact **North Valley Bank** by:
 - Electronic mail (E-mail) at **ebanking@nvboh.com**;
 - Fax **North Valley Bank** at **1-740-450-2120**;
 - Telephone **North Valley Bank** at **1-888-347-4355 toll free or 1-740-450-2265**; or
 - Write **North Valley Bank** at **PO Box 1115, Zanesville OH 43702-1115**,

as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record

- We must hear from you no later than sixty (60) days after we have sent the first paper statement or electronic statement (if enrolled) on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale purchases, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to take additional time, we will credit your account within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited, if applicable. You may request copies of the documents that we used in our investigation.

D. Other General Terms

Other Agreements - In addition to this Access Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

North Valley Bank Reserves the Right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to Your Casual E-Banker, in whole or in part, at any time without prior notice.

VI. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, or you otherwise suspect fraud or some other problem, you must immediately call **North Valley Bank** Customer Service at **1-888-347-4355 toll free or 1-740-450-2265**.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license number, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to Your Casual E-Banker should also be kept confidential at all times. For your protection we recommend that you change your online password at least every forty-five 45 days. It is recommended that you memorize this online password and do not write it down.

You are responsible for keeping your password, account numbers and other account and personal information confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify **North Valley Bank** Customer Service at once at **1-888-347-4355 toll free or 1-740-450.2265**.

B. Unauthorized Transactions in Your North Valley Bank Accounts

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **North Valley Bank** Customer Service at **1-888-347-4355 toll free or 1-740-450-2265**, or write **North Valley Bank, PO Box 1115, Zanesville OH 43702-1115**.

If your online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online password without your permission to access a **North Valley Bank** deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.00.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended.

Acceptance

You agree to all of the provisions of this Access Agreement by any of the following means: (i) clicking "I Accept" below, (ii) using Your Casual E-Banker to access your account or perform any transaction, (iii) physically signing this Access Agreement, or (iv) causing your company representative to physically sign this Access Agreement, if you are a business entity.