

ONLINE BANKING PERSONAL AGREEMENT & DISCLOSURE

1. DEFINITIONS. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. As used in this Agreement, the words "we", "our", "us" and "Bank" refer to American River Bank. "You" and "your" refer to the accountholder authorized by American River Bank to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your accounts at American River Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, and point of sale transactions, transfers to and from your American River Bank accounts using Online Banking including bill payments. "SYSTEM", "The System", "the system" or "system" refers to Online Banking or the services and products offered by or through accessing Online Banking. The terms "Services", "the services" or "services" means the services or products offered through Online Banking and Online Banking Bill Payment. "Personal Account" is an account established primarily for personal, family or household purposes.

2. IN GENERAL. This Agreement is a contract that establishes the rules that cover your electronic access to your Personal accounts at American River Bank through Online Banking ("the system"). By completing and signing an enrollment form or by clicking "Accept" below, or by using Online Banking, you accept all the terms and conditions of this Agreement. The information provided here is supplemental to the Bank's EFT (Electronic Funds Transfer) Disclosure that was provided when you opened your account or may have been provided to you at various intervals in our banking relationship with you. Please refer to the Bank's EFT Disclosure entitled: *Consumer Electronic Funds Transfer Agreement and Disclosure* for all other information regarding Electronic Funds Transfers.

The terms and conditions as stated in our Deposit Account Agreement and related disclosures for each of your American River Bank accounts as well as your other agreements with American River Bank continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement will govern any disputes regarding the Online Banking system and Bill Payment Services and is subject to applicable federal laws and the laws of the State of California (except to the extent this Agreement can and does vary from such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

3. CHANGES IN TERMS. We may change any term of this Agreement at any time. We will notify you at least 21 days in advance of any changes to the terms of this agreement if the change results in increased fees, reduction in services, reduction or changes in the timing or time availability of services or increased liability to you, unless an immediate change is necessary to maintain the security of an account or our Online Banking services or otherwise permitted by law. Your continued use of any or all of the affected Online Banking services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

We will post any required notice of the change in terms on the Online Banking website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our Online Banking system or services, we will notify you of the change in terms within 30 days after the change becomes effective.

4. ELECTRONIC ACCEPTANCE OF TERMS & CONSENT TO ELECTRONIC DELIVERY OF NOTICES. By completing and signing an enrollment form or by clicking "Accept" below or by establishing and using a password to access Online Banking, you are consenting to the terms and conditions of this agreement. The Bank may at its sole discretion provide additional written confirmation as follow-up to your electronic acceptance of this agreement and you agree and understand that such written confirmation is not required and that any and all agreements entered into by electronic means shall be legal and binding. You also agree that electronic communications will be treated as valid and "original" and not to be contested by you unless proof of alteration or tampering of the data can be confirmed.

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on Online Banking website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

5. COMMUNICATIONS BETWEEN AMERICAN RIVER BANK AND YOU. Unless this Agreement provides otherwise, you may communicate with us in any of the following ways:

- **E-mail.** You may contact us by e-mail at: clientservices@americanriverbank.net (*Please note that banking transactions through Online Banking are not made via e-mail*).
- **Telephone.** You may contact us by telephone at: 1-800-757-6305.
- **Facsimile.** You may contact us by fax at: 916-851-0132.
- **Postal Mail.** You may write to us at: American River Bank, Electronic Banking Department, P.O. Box 276300, Sacramento, CA 95827.
- **In Person.** You may visit us in person at any one of our locations.

6. BUSINESS DAYS. "Business days" are Monday through Friday, excluding holidays. Office hours vary by location, but are generally Monday through Thursday 9:00 A.M. to 5:00 P.M. and Fridays 9:00 A.M. to 6:00 P.M.

Online Banking allows you to access your accounts 24 hours a day, seven days a week. However, there may be times when the Bank is updating its records or technical issues beyond the Bank's control may cause delays, interrupt service or limit access to certain products or services.

7. SERVICES. Online Banking provides:

- Access to all of your accounts including checking, savings, loans, certificates and IRAs;
- Ability to transfer funds electronically;
- Easy to use Bill Payment from your checking account(s);
- Access to account information including paid checks and other activity clearing or posting to your account; and
- Multiple related service and product access or information.

8. FEES. The fees associated with using the Online Banking system have been provided to you, and you agree to pay such fees through automatic debit from the Primary Checking Account as identified by or agreed upon by you. The Bank may change these fees from time to time, as permitted by law, and we will provide you with timely notification of any changes prior to their being placed in effect.

If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement.

9. PASSWORD SELECTION AND CONFIDENTIALITY. You will need to use your login ID and password each time you access information through Online Banking. You select your password, and you are responsible for the safekeeping of your password and login ID. Your password must be at least eight (8) characters in length and must contain letters, numbers and at least one (1) symbol. Your password is case sensitive. You must keep your password confidential and should not disclose it to anyone.

As part of this agreement between you and American River Bank, you accept responsibility for the safekeeping of all passwords and limit the authorization of their use to only those individuals who sign on your account(s) or to whom you have expressly authorized to have access. Access to your accounts through the system will be based upon the identification of users and authority levels specified by you in your Enrollment Form and you agree to notify the Bank of any changes to the authorized users prior to granting access to them. You can add or delete any of your accounts from this Agreement by completing a new Enrollment Form or Online Banking Maintenance Form. You accept the responsibility for the use of your password to initiate Bill Payments, transfers, account access and all correspondence and communications to the Bank which will be accepted by the Bank as created and issued by you. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account.

10. PASSWORD SUSPENSION. Upon three unsuccessful attempts to use your password, your access to Online Banking will be suspended or revoked. To re-establish your authorization to use the system, you must contact us to have your password reset or to obtain a new temporary password.

11. INTERNET SECURITY. Data transferred via Online Banking is encrypted in an effort to provide transmission security and the system utilizes identification technology to verify that the sender and receiver of online transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Online Banking system is secure, you acknowledge and agree that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder.

12. UNAUTHORIZED USE AND YOUR LIABILITY. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). You must notify the Bank immediately if you believe or suspect that the access security has been violated. In the event that you suspect or have knowledge of an unauthorized electronic funds transfer, bill payment or any access to your account(s), you agree to assist the Bank with its investigation of the wrongdoing and sign a Written Statement of Unauthorized ACH Debit, if so requested.

If you inform us within two (2) business days of the discovery by you of the loss, theft, compromise, unauthorized use of your password or unauthorized access that causes a loss or theft of funds from your account(s), you will be liable for no more than \$50.00.

If you do NOT contact us within two (2) business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your accountstatement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was delivered to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

In case of errors or questions about electronic transfers, if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement, contact us as soon as you can. We must hear from you no later than 60 days after we delivered the FIRST statement upon which the problem or error appeared. When you contact us: (1) Tell us your name and account number. (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information. (3) Tell us the dollar amount of the suspected error. (4) If the suspected error relates to a bill payment made via the Online Banking Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment Payment Records Screen.) If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within ten (10) business days. We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10)

business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within ten (10) business days, we may not provisionally credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

13. ONLINE BANKING BILL PAYMENT SERVICES.

a. OVERVIEW OF SERVICES. You can use Bill Payment Services to make one-time or recurring bill payments. The Services will allow you to schedule bill payments in advance, and then to choose to have these payments made on a regular schedule or only one time.

For current transactions, you will need to have sufficient available funds in that account to cover the amount of the bill payment on the day you initiate the payment, and we will debit your account at that time. For future or recurring transactions, you will need to have sufficient funds in the account on the day before the posting date, and we will debit your account on the day before the posting date.

Some companies you pay through Online Banking are not set up for electronic payment and therefore receive a paper draft on your behalf. You are responsible for ensuring that you initiate a bill payment in time for the payment to reach the payee before its due date.

You can initiate bill payments up to the available funds in your account, plus any linked credit or other accounts. If you exceed these limits, then we may prevent (or reverse) bill payments in any order and in any amount that we choose, even if the result is to reduce your transactions to a level below the limits.

We may refuse to process any bill payment or payments at any time, for any reason or for no reason. We will normally seek to notify you promptly, unless there are security reasons for not doing so (but no notice is required if we refuse to process a payment that is prohibited under this Agreement). Without limiting the foregoing, we are authorized under this Agreement to, and you agree that we may, prevent payments to or refuse to process payments to any person or entity that you attempt to pay using the Services.

b. YOUR RESPONSIBILITY FOR ACCURACY OF INFORMATION. We and the others that handle your bill payment (including the payee's bank) are entitled to rely on information you supply, such as the payee's account number or the routing number of the payee's bank, even if the name you give to us and the number you give identify different persons. Electronic payments made through the Automated Clearing House ("ACH") are subject to the rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, you will not be deemed to have paid the payee the amount of the electronic bill payment.

If Online Banking Bill Pay provides you with a series of options regarding payee address or location, you are responsible for correcting that information if it does not agree with your records or with your particular bill. We will not be responsible for any damages you suffer (including interest or late charges) if you do not use the Bill Payment Services correctly, in accordance with this Agreement and with any on-screen instructions you may receive. We are not liable for any actions or inactions by any third parties, or any other circumstances beyond our control.

You can make a bill payment to anyone that is accepted by the system as a payee. In some cases, the bill payment is made by electronic payment to the recipient. In other cases, a check or draft will be sent to them. In all cases, the bill payment will be processed using the information you supply, and if the information you give to us is inaccurate or incomplete in any way the bill payment may be delayed or misdirected.

For non-Personal transactions, you will be liable for all bill payments sent by you, or authenticated by us using the security procedures described in the Online Banking Agreement even if not sent by you. For Personal transactions, your liability regarding unauthorized electronic funds transfers (including bill payments) may be limited as explained in the Bank's EFT Disclosure entitled *Consumer Electronic Funds Transfer Agreement And Disclosure*.

c. ACCOUNT TRANSACTION POSTING. You must designate the Funding Account (Checking Account) from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be sent, allowing time for electronic or postal delivery. If the date you want the payment to be sent, is not a business day, it will be sent the next business day.

By using the Online Banking Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. You also agree that your first Online Banking bill payment will be charged to your Primary Funding Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

d. SCHEDULING ONLINE BANKING PAYMENTS. If the payee is to be paid by paper check (as indicated by the "Deliver by" date on the Make Payments screen), you should allow up to ten (10) business days for the payment to be received by the payee. If the payee is to be paid electronically (as indicated by the "Deliver by" date on the Make Payments screen), you understand and agree that the payee may not receive the payment for up to five (5) days after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

e. HOW TO CANCEL A BILL PAYMENT. To cancel a bill payment that you have scheduled through Online Banking, you must cancel the payment online via Online Banking Bill Pay by following the on-screen instructions. You may cancel any payment up until the day it is sent. Pending Payments are displayed on the top right side of the Bills & Payments screen. Just click the Cancel link to cancel a payment.

Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment that has been paid electronically. You may be able to stop an Online Banking bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. You will have to contact us by telephone to determine if the paper draft has cleared. If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen. Stop-payment charges for Online Banking bill payment paper drafts will be assessed in addition to the stop-payment charges for the applicable account.

14. STOP-PAYMENT REQUESTS. You may initiate stop-payment requests online via Online Banking only for paper checks you have written (non-electronically) on your American River Bank accounts, not Online Banking bill payer paper drafts. Online stop-payment requests are processed by 9:00 A.M. on the business day following the date the stop payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of a written paper notice and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. All other terms and conditions of acceptance of a stop payment order apply. For more information on Stop Payment Orders, please refer to your Deposit Account Agreement, or call your branch for assistance.

15. DISCLOSURE OF ACCOUNT INFORMATION AND TRANSFERS. We use a bill payment vendor to provide the Bill Payment Services, and you understand that various financial intermediaries and their servicers may be involved in processing your bill payment. We, or any of these other parties, to complete or otherwise deal with your transaction or comply with any laws, rules or regulations, may use any information you provide. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe 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, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account(s) or in connection with approving your access to Online Banking. You agree not to initiate ACH payments in violation of, and to comply with, the laws of the United States, including sanctioned laws administered by the Office of Foreign Asset Controls. You agree and hereby authorize all of these transfers of information.

16. PERIODIC STATEMENTS. You will NOT receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic statements for your American River Bank accounts.

17. TRANSFER POSTING TIMES. Transfers initiated through Online Banking before 7:00 PM (Pacific Time) on a business day are posted to your account the same day. Transfers completed after 7:00 PM (Pacific Time) on a business day or at any time on a non-business day will be posted on the next business day. Online Banking identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the Pending screens in both the Transfer and Bill Payer menu options of Online Banking may not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

18. OVERDRAFTS (ORDER OF PAYMENTS, TRANSFERS, AND OTHER WITHDRAWALS). If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: a.) Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; b.) Electronic fund transfers initiated through Online Banking which would result in an overdraft of your account may, at our discretion, be canceled; c.) In the event the electronic fund transfers initiated through Online Banking, which would result in an overdraft of your account, are not canceled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

19. LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING TRANSACTIONS. The number of transfers from your accounts with American River Bank and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. 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.

20. OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER. The following provisions apply only to electronic funds transfers to and from accounts established primarily for personal, family or household purposes ("Personal accounts"). These provisions do not apply to: a.) Electronic funds transfers to or from a non-Personal account; b.) Transfers of funds through FedWire or similar non-retail wire transfer service; c.) Transfers of funds the primary purpose of which is the purchase or sale of a security or commodity; and d.) Any other debits or credits to accounts or transactions that are not covered under the Electronic Funds Transfer Act or its implementing Regulation E.

If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we may be liable to you for your losses or damages as a result, provided you are in good standing with the merchant. However, there are some exceptions. We will not be liable for any charges imposed by the payee or any other actions taken by the payee as a result of you not having scheduled the payment properly, including any finance charges or late fees. Additionally, we will not be liable: (1) If, through no fault of ours, you do not have enough money in your account to make a transfer. (2) If a legal order directs us to prohibit

withdrawals from the account. (3) If your account is closed, or if it has been frozen. (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts. (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation. (6) If any electronic terminal, telecommunication device, or any part of Online Banking's electronic fund transfer system is not working properly and you knew about the problem when you started the transfer. (7) If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment. (8) If you have not properly followed the on-screen instructions available in Online Banking. (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

21. YOUR RIGHT TO TERMINATE. You may cancel your Online Banking service at any time by providing us with verbal or written notice. Upon verification of your identity and request to cancel, your access to Online Banking will be suspended within three (3) business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

22. OUR RIGHT TO TERMINATE. You agree that we can terminate or limit your access to Online Banking services for any of the following reasons: (1) Without prior notice, if you have insufficient funds in any one of your Bank accounts. Online Banking service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. (2) If you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account. (3) Upon reasonable notice, for any other reason at our sole discretion.

23. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Banking services provided to you under this Agreement. We do not and cannot warrant that the system will operate without errors, or that any or all Online Banking services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of American River Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.