



SOUTH VALLEY BANK & TRUST

Business Online Banking Agreement

Introduction

This Online Banking Agreement (Agreement) applies to Business Online Banking services (including bill-paying services) provided by South Valley Bank & Trust (SVBT). By using our Online Banking system, you acknowledge that you have read, understand, and agree to the rules and provisions addressed in the Agreement. The Agreement will be governed by and interpreted in accordance with federal and state laws and regulations.

The terms "we", "us", "our", "Bank", and "SVBT" refer to South Valley Bank & Trust. "You" and "your" means each person who is an owner of an account, authorized signer on an account, or a person that uses Online Banking with your permission.

SVBT does not offer technical assistance for Macintosh operating systems.

From time to time, SVBT may elect to add new services to our Online Banking system. The Agreement will be modified to include any new services offered. In addition, SVBT reserves the right to modify the terms and conditions of the Agreement at any time, effective upon publication including posting the change on our Internet website.

In addition to the rules of the Agreement, transactions completed using Online Banking services are also governed by the disclosures provided to you at the time you opened your account(s). We recommend that you print a copy of this Agreement for your records and that you periodically check for updates or changes and review the latest Agreement available.

Account Administrator

Each business will designate an **Account Administrator**, by completing and signing the "Account Administrator Authorization for Online Banking" form. The designated **Account Administrator** has the sole authority to manage your accounts and may authorize other staff members to access and/or manage your accounts as your agent. The **Account Administrator** alone will determine the administrative rights of your staff members, which may include permission to perform any one or a combination of functions available in the Business Online Banking. (For more detail, please refer to the "Account Administrator Authorization for Online Banking" form.)

It is your responsibility to advise SVBT in writing if you change your **Account Administrator**. Such notice will be effective after the bank has received your notice and has had a reasonable amount of time to act on it.

Electronic Messages

By using our Online Banking service, you agree that SVBT may respond to you with an electronic message of the same format to any electronic message you send to us. Any electronic message sent to you by us will be considered received within three calendar days from the date we sent the message regardless of whether you access Online Banking during the three-day period. Any electronic message sent to us from you will be considered as being received, as applicable law permits, on the business day we actually receive the electronic message.

SVBT will attempt to reply to all electronic messages by the next business day.

For your protection, if you wish to send electronic messages to us, we recommend using the secure Mail Box function within the Online Banking system. The Mail Box function is available only when you sign on to Online Banking using your UserID and PIN.

You must use the transaction features when initiating transactions through Online Banking. SVBT will not complete monetary transactions for you that are requested through the Mail Box function or standard e-mail messages.

By providing South Valley Bank & Trust with your e-mail address you indicate you are willing to receive periodic marketing e-mails from us regarding our products and services. Please refer to our Privacy Policy.

Registering for Online Banking

In order to register for Online Banking, you must complete a Business Online Banking Application. These are available on our website and at all of our branches. When you enroll, we will request information from you including account numbers you wish to be accessible through Online Banking.

Accessing Your SVBT Accounts Through Online Banking

In order to use Online Banking you must have at least one account (not an SVBT Visa® card), a UserID and PIN, and an approved Internet browser.

You may access the following features on your accounts:

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|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ACH | The ACH screen allows the business to view, add batch templates, import NACHA files, import transactions, edit batch templates, delete batch templates, add batches, copy templates, and create reports. Once the ACH batch is correct, you release it to be processed through the Federal Reserve ACH processing system. |
| Balance Reporting | The Balance Reporting screen allows you to view a list of each online account by type (i.e., checking, savings, investment and loan) and lets you view a summary of information for each account by clicking the icon to the left of the account. |
| Transactions | The Transactions screen displays detailed transaction information (account register) for a particular account. At the Transaction screen you can view transaction information (posted and pending), edit transaction, categorize transactions, and select the sort order. You can also submit stop payment requests and perform research on specific transactions. |
| Bill Payments | The Bill Payments screen allows you to schedule, edit and delete bill payment requests (one-time or recurring), edit categories, add payees, and split transactions. |
| Reports | The Reports screen gives you a list of reports that you can create, view, print or export. |

Transfer Funds

The **Transfer Funds** screen allows you to review pending transfers from the transfer listing, add transfers, or delete transfers that have not been processed.

Wire Transfers

The **Wire Transfers** screen allows you to add, edit, and delete wire templates. Wires can be added, edited, deleted from this screen. You can also confirm a rejection, wire approval, and wire releases. Also in Wire Manager, the screen displays all of your in-process wires. There is a Wire History screen as well as Wire Reports.

Other Services

The **Other Services** screen provides links to additional services and forms for initiating request for other financial services. The Wire Transfer link resides on this screen.

Positive Pay

The **Positive Pay** screen, when available, will allow the business to compare checks written to checks clearing the bank for fraud detection purposes. This feature will help you detect stolen, forged, or altered checks before they clear your account.

Administration

The Accounts screen under **Administration** allow you to view a list of all accounts by type (i.e., checking, savings, investment and loan) available on the online banking system. The screen will show the account name, account number and what functions can be performed on the account. Also, from this screen you are able to add accounts, edit accounts, and delete accounts.

Company Setup

The **Company Setup** screen is only available if the business has a module that requires it. If more than one company is set up for the business, the business can switch between companies by selecting the Company Name from the drop down list.

Mailbox

The **Mailbox** screen allows you to request information about new accounts, loans, or other financial products and services. You can also send help requests, suggestions, or comments regarding this system in a secured environment. **Do not send account information or personal information via standard E-mail.**

Help

The **Help** screen is where you can find out more information about the functions within the system.

Site Map

The **Site Map** will show you the available functions within the system and the options within. You can select any of the links shown and you will be taken to that specific screen.

Options

The **Options** screen allows you to select preferences for your online system. You can change your password here.

Sign Off

Use **Sign Off** to exit the online banking system.

Below is a list of the types of accounts we offer and the Online Banking services available for each type:

	Checking	Money Market	Savings	Time Deposit (CD)	Line of Credit	Term Loan	Mortgage Loan
ACH	Yes	No	No	No	No	No	No
Register	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bill Payments	Yes	No	No	No	No	No	No
Transfer Funds	Yes	Yes	Yes	Yes*	Yes**	Yes	No
Stop Check	Yes	Yes	No	No	No	No	No
Wire Transfers	Yes	Yes	No	No	No	No	No
Messages	Yes	Yes	Yes	Yes	Yes	Yes	Yes
PIN Change	Yes	Yes	Yes	Yes	Yes	Yes	Yes

*We reserve the right to control what transactions, the frequency, and the dollar amount that may be performed by the customer on individual accounts or between accounts.

**All Line of Credit products are available for transfers, however some are subject to Loan Officer approval.

Fees

There are no fees for business accounts when using the following services provided through Online Banking:

- Accounts**
- Register**
- Reports**
- Transfer Funds**
- Mail Box**
- PIN Change**

Fees may be charged for the following services:

ACH	\$5.00 per file plus \$.10 per item originated.
Bill Payments	\$ 8.95 per month plus \$.35 for items over 25 per statement cycle. (First three months are free.)
Stop Check Services	\$20.00
Wire Transfers	\$15.00

By using Online Banking services, you authorize us to, and agree that we may, charge and deduct from your account(s) any and all charges associated or incurred in connection with the use of the Online Banking.

Download Detail

Online Banking allows you to download your deposit account transactions to your PC in three different formats. You may select to download the transaction details by individual account number or all available accounts within a specified date range.

Download to Quicken®: Allows "Web Connect" interface for importing transaction details directly into Quicken® versions 2001 and above. Technical support inquiries are available directly from Intuit at http://www.intuit.com/webconnect/customer_help.html. SVBT does not provide

technical support for Intuit's products.

Microsoft Money®: Allows "Active Statement" interface for importing transaction details directly into Money versions 99 and above. Technical support inquiries are available directly from Microsoft at <http://support.microsoft.com/support/money>. SVBT does not provide technical support for Microsoft's products.

Comma Delimited File: Allows downloading of transaction details into an ASCII comma delimited file for importing into other application software (spreadsheets, databases, other financial software, etc.). Technical support inquiries are to be directed to the manufacturer of your particular application software.

In no event will SVBT, our officers, directors, employees, or agents be liable for any consequential, incidental, or indirect damages arising out of the use, misuse, or inability to use the Online Banking services, or for any loss of data. SVBT shall have no liability for any damage or other loss, direct or consequential, which may be incurred by use of any computer system, ISP, or telephone service. SVBT makes no warranty, express or implied, regarding equipment or software, including any warranty of merchantability or fitness for a particular purpose.

Bill Payments Service

Online Banking Bill Payments now has a security key. This security key protects you from being redirected to any site other than your SVBT Bill Payments site. The security key adds another level of security for you.

This security key should be one of a kind (**not your password**) and never shared with another person or Internet site. Once you have established your security key, SVBT will then display your key each time you enter Bill Payments. If no security key appears when entering the Bill Payments, it may be a site that is "phishing" for your information and you should report it immediately by calling the bank's third-party Bill Payments provider, iPay Technologies, Inc. at **1-866-266-6792**.

Online Banking allows you to make payments to third parties using the Bill Payments service. Payments may only be made from your checking account(s). Through the Bill Payments service, you may pay any payee from the Pre-Defined Payee List and you may also authorize SVBT to pay other payees by providing SVBT with the payee's name and address and your identifying account number with that payee.

When you request Bill Payments, you authorize SVBT to remit funds by check or electronically to the designated payee. When a payment instruction is received, SVBT will charge the account designated by you on the date you request the payment remitted to the payee. However, SVBT is not obligated to make the payment if there are not enough funds in the selected account to cover the requested payment.

If there are not enough funds to cover the payment on the scheduled date, the payment will not be made. You must reschedule the payment for another date.

You may stop payment or cancel any pending Bill Payments by midnight (Pacific Time) on the day **before** the payment date using the Cancel function in Bill Payments.

You must schedule any payments requested at least **five** business days prior to the payment due date when payments are made through the Bill Payments service. If you schedule a payment for a non-business day or after 4:00 pm eastern

time, your payment will be processed the following business day. You are responsible for any late fees or finance charges that are imposed by the payee due to late payments.

Furthermore, SVBT will not be liable for any late fees or finance charges if you do not have enough money to make the payment, you did not properly follow the instructions of the Online Banking Service Agreement, your computer or our computer systems were not working properly, circumstances beyond our control prevented us from processing the payment, if a legal order prevents us from withdrawing funds from your account, we have reason to believe that the transaction was unauthorized, or we have terminated your Online Banking service. SVBT is not liable for any indirect, special, or consequential damages arising out of you using the Bill Payments service.

SVBT reserves the right to cancel your Online Banking services at any time. If you decide that you no longer wish to use the Bill Payments service, we request that you cancel all scheduled payments in order to prevent duplicate payments from being made.

Prohibited Bill Payments Transactions

SVBT prohibits you from using the Bill Payments service to pay the following transactions or payees:

Federal, state, or local governments and other government agencies

Court systems

Payees outside of the United States of America

Transaction prohibited by state or federal laws and regulations

The Office of Foreign Assets Control (OFAC) may prevent SVBT from sending a Bill Payments to certain payees.

SVBT also reserves the right to refuse to make payments to certain individual or corporate payees. If you attempt to use the Bill Payments service to pay a prohibited payee or a payee that SVBT refuses to accept, we will notify you promptly.

Stop Payment

A stop payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop payment cut-off time. Our stop-payment cut-off time is one hour after the opening of the next banking day after the banking day on which we receive the item. Law provides additional limitations on our obligation to stop payment. A stop payment order must precisely identify the number, amount of the item, the payee, and the reason for stop payment. We will honor a stop payment request by the person who signed the particular item and by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from the account than the person who signed the item in question. Only the person who initiated the stop payment may make a release of the stop payment request.

To release a stop payment request, the person who initiated the stop payment must contact the Bank to request the stop payment be released. If you wish to place a stop-payment on a check the cleared the banking day after the banking day on which the item was received by the bank, you must contact the Bank directly on or before 10:00 am (Pacific Time) and request the stop payment be placed on your account. A stop payment fee will be automatically deducted from your account for each stop payment placed using Online Banking.

UserID & PIN

SVBT will provide your designated **Account Administrator** with a UserID and a **temporary** PIN to access Online Banking. The **Account Administrator** must change the existing PIN the first time the he/she signs onto the Online

Banking service and may also change the PIN at any later time. SVBT recommends that your PIN consist of both letters and numbers. Your PIN is not case sensitive. Your PIN must be at least **six** characters long. We recommend that your **Account Administrator** periodically change your PIN. For security reasons, SVBT recommends that your **Account Administrator** memorize the PIN rather than writing it down. By entering your UserID and PIN, you authorize SVBT to act on any instructions you provide. **It is your Account Administrator's responsibility to keep your PIN confidential.** You also agree not to provide your PIN to anyone else and to take reasonable precautions to safeguard your PIN. You also agree never to leave your computer unattended while using Online Banking and to log off after you have completed your Online Banking session. **We also recommend that you apply all of these same security standards to anyone you provide access to your accounts.**

Limitations

Certain transaction limitations may apply when using the Online Banking services.

The number of transactions you may perform on specific types of accounts may be limited as stated in your account agreement.

Balances and transaction information are current as of the time you access the Online Banking service.

Bank Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, or by Internet browser providers such as Netscape (Netscape Navigator® browser) and Microsoft (Microsoft Internet Explorer® 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, incidental, economic, or other damages arising in any way out of the installation, use, or maintenance of the equipment, software, the Online Banking service, or Internet browser or access software. SVBT will not be responsible for consequential damages or other losses caused by not properly carrying out a Bill Payments service in excess of reasonable late fees or additional finance charges with respect to the particular obligation not correctly paid, directly caused by the failure.

You acknowledge your **Account Administrator** rights and your obligation to supervise your **Account Administrator's** activities. You also agree to be responsible for any losses resulting from the acts or omissions of your **Account Administrator** or anyone authorized by your **Account Administrator** to act on your behalf. You agree to indemnify, defend and hold the bank harmless from any loss we may suffer or expense we may incur, including attorney's fees and costs, whether or not suit is initiated, as a result of any act or omission of your **Account Administrator** or anyone authorized by your **Account Administrator** to act on your behalf.

Hours of Accessibility and Processing Times of Transactions

You may access Online Banking 24 hours a day. However, there may be times when the system is not available due to routine maintenance. If immediate service is required, you may contact SVBT by phone during normal banking hours, and a customer service representative will assist you with your transaction request.

Non-Recurring Transfers and Bill Payments scheduled to be processed on Saturday, Sunday, or a Bank holiday will be processed on the following business day.

Recurring Bill Payments scheduled to be process on Saturday, Sunday, or a Bank holiday will be processed based on the option you choose. Your options are “Pay Backward” or “Pay Forward”. You may choose to process the payment the business day prior to (Backward) the weekend or holiday or the following (Forward) business day.

All account balances shown through the Online Banking service are "real time".

A non-recurring transfer initiated through Online Banking services is posted to your account immediately (this includes transfers completed on Saturday, Sunday and banking holidays). A recurring transfer will be processed on its normally scheduled processing date. Once a transfer has been executed it cannot be reversed or stopped. If a transfer is made in error, you will need to send another transfer to move the money back to the account it was transferred from or contact the Bank during normal business hours for further assistance. If there are not enough funds in the specified "FROM" account on the date the transfer is requested, Online Banking will not generate the transfer.

Changes to Charges, Fees, or Other Terms

SVBT reserves the right to change the charges, fees, or other terms of this Agreement. The Agreement will be updated to reflect any changes made and will be accessible through the Online Banking services. If the changes have stricter limits or higher fees, you will be given 30 days advance notice prior to the effective date of the change, unless an immediate change is required to maintain the security of the Online Banking system. You may accept or decline the changes by continuing or discontinuing use of our Online Banking services. SVBT reserves the right to waive, reduce, or reverse charges or fees in individual situations.

Protecting Your Accounts

If you believe that you or someone you authorized for Online Banking may have lost their UserID or PIN, had the UserID or PIN stolen, or that someone has transferred or may transfer money from your account without your permission, notify SVBT immediately at 1-800-705-7872.

SVBT prohibits employees from contacting you via e-mail or by phone to request your Online Banking password. If you are contacted and asked for this information, please contact SVBT immediately at 1-800-705-7872.

Canceling Your Online Banking Service

If at anytime you choose to cancel your Online Banking service, including Bill Payments service, you must contact SVBT either through the **Mail Box** function in Online Banking or by contacting the Bank directly.

Some links in the Online Banking site will take you to pages not administered by us and outside of our web site.

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