

SOUTH VALLEY BANK & TRUST

Business Online Banking Agreement



Introduction

This Online Banking Agreement (Agreement) applies to business and personal accounts accessed through Business Online Banking services (including bill-paying services, if utilized) 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", "your", and "client" 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 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 or Dual Account Administrators**, by completing and signing the "Account Administrator Authorization for Online Banking" form. The designated **Account Administrator(s)** has the authority to manage your accounts and may authorize other staff members to access and/or manage your accounts as your agent(s). The **Account Administrator(s)** 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 details, please refer to the "Account Administrator Authorization for Online Banking" form.) If **Dual Account Administrators** are selected, it will take both **Administrators** to manage accounts, change institution controls, and add/change users and their rights. The Account Administrator(s) should never share their SignOn ID and Password with other staff members.

It is your responsibility to advise SVBT in writing if you change your **Account Administrator(s)**. Such change will be effective the next business day after the bank has received your notice provided that the bank's computer systems are available.

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 SignOnID and Password.

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.

South Valley Bank & Trust requires your e-mail address. If you do not want to receive marketing e-mails from us, 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. All requests for business accounts to be added to business online banking are in a pending status until SVBT approves the request.

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 SignOnID and Password, and an approved Internet browser. (Please refer to the list at the end of this document.)(The ACH features require an ACH Agreement that is signed and approved by the bank before setup is allowed.)

You may access the following features on your accounts if your Account Administrator has given you permission/rights:

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. **(The ACH features require an additional agreement to be signed by you and approved by the bank before setup).** This feature enables the business to create electronic files used for processing direct deposit, member fees, etc.

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 link 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 descriptions, 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. You also indicate here whether to pay a payment 'before' or 'after' a weekend or holiday if the schedule date falls on a weekend or holiday. Bill Payments setup requires a one time access setup by SVBT.

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. You can also confirm a rejection, wire approval, and wire release. Also in Wire Manager, the screen displays all of your in-process wires. There is a Wire History screen as well as Wire Reports.

Positive Pay

The **Positive Pay** screen, when available, will allow the business to deliver details regarding checks written by the client to the bank.. The bank will compare check written detail to actual checks clearing the bank for fraud detection purposes. This feature will help you detect stolen, forged, or altered checks before they clear your account. **(The Positive Pay feature requires an additional agreement to be signed before setup.)**

Administration

The Accounts screen under **Administration** allows 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.

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. **Please do not send account information or personal information via standard E-mail, as E-mail is not a secure message channel.**

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 and select your secret question and the answer to that question. You can check the **e-statement** statement delivery option from this link.

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	Yes	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
Password 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 client on individual accounts or between accounts.

**All business Line of Credit products are available for transfers to business accounts; however, this is subject to Loan Officer approval.

Fees

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

Accounts

Register

Bill Payments (refer to the Bill Payment Terms and Conditions within Bill Payment)

Reports

Transfer Funds

Mail Box

Password Change

Fees may be charged for the following services:

ACH	\$ 5.00 per file plus \$.10 per foreign (not a SVBT) item originated.
Stop Check Services	\$20.00
Wire Transfers	\$15.00 Domestic through Online Banking \$30.00 Foreign (Out of Country)

Bill Payment Fees - refer to the iPay's Terms & Conditions within the Bill Payment screen. 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. If the business account is on Account Analysis, charges, except for Bill Payment fees, will be processed through Account Analysis.

Download Detail

Online Banking allows you to download your deposit account transactions to your personal computer 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® and Quickbooks®: Allows "Web Connect" interface for importing transaction details directly into Quicken®. 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 Microsoft Money®. 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 client's 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 client's computer system, ISP, or telephone service. SVBT makes no warranty, express or implied, regarding the client's equipment or software, including any warranty of merchantability or fitness for a particular purpose.

Bill Payments Service

Online Banking Bill Payments through iPay Technologies, Inc. (iPay) now have a security key and multifactor authentication. The security key does not show up if you are being redirected to any site other than your iPay Bill Payments site. The security key adds another level of security for you.

The 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, iPay 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**.

The multifactor authentication (four challenge phrases and answers) is another layer of security to mitigate anyone but you from accessing or changing the bill pay site. Additional security is employed when adding payers and changing existing payments. iPay requires you to answer a challenge question when adding a new payee. Once you pass your challenge question, an Activation Code is required before a payment can be set up. When editing an existing payment set up, a challenge question must be answered before the change will be allowed.

The multifactor authentication security will ask you to answer several secret questions. These questions will be used in the future to verify that it is really you trying to access the bill payment site. Only you should know the answers to your challenge questions.

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 iPay to pay other payees by providing iPay with the payee's name and address and your identifying account number with that payee. iPay has two additional features, Charitable Donations and Gift Pay, now available. These features are available for a fee. Refer to the iPay's Terms & Conditions within the Bill Payment screen for the fee structure.

When you request Bill Payments, you authorize iPay to remit funds by check or electronically to the designated payee. When a payment instruction is received, iPay will charge the account designated by you on the date you request the payment remitted to the payee. However, iPay 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 (5)** 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 1:00 pm Pacific 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. Refer to the iPay's Terms & Conditions within the Bill Payment screen for any additional processing fees for expedited payment options. These options are detailed through the payment screen when you access the calendar symbol to obtain your payment processing date.

Furthermore, SVBT or iPay 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 or iPay 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 or iPay 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 Bill Payment 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.

To release a stop payment request, any authorized person who can initiate a stop payment may contact the Bank to request the stop payment to be released. If you wish to place a stop-payment on a check that 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.

SignOnID & Password

SVBT will provide each **Account Administrator(s)** with a SignOnID and a **temporary** Password to access Online Banking. The **Account Administrator(s)** must change the existing Password the first time he/she signs onto the Online Banking service and may also change the Password at any later time. SVBT recommends that your Password consist of special characters, letters, and numbers. Your Password is not case sensitive. Your Password must be at least **eight (8)** characters long. We recommend that your **Account Administrator(s)** periodically change your Password. For security reasons, SVBT recommends that your **Account Administrator(s)** memorize the Password rather than writing it down. By entering your SignOnID and Password, you authorize SVBT to act on any instructions you provide. **It is your Account Administrator's responsibility to keep your SignOnID and Password confidential.** You also agree not to provide your SignOnID and Password to anyone else and to take reasonable precautions to safeguard your Password. You also agree never to leave your computer unattended while using Online Banking, to sign off using the "Sign Off" link, and to close the browser 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. You agree that SVBT will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to 1) keep your password secure and strictly confidential 2) instruct each person to whom you give authorization, their SignOnID and Password that he or she is not to disclose it to any other person and 3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. SVBT will not be liable to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. SVBT may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.**

Forgotten Password Feature

If you have forgotten the password for your online banking SignOnID **and** have not tried three (3) times to input an incorrect password, you may click on the "Can't remember your Password? 'Click [HERE](#)' link on the same page to have your current password e-mailed to you. This Forgotten Password Feature requires your e-mail address information be entered into online banking. To enter your e-mail address into online banking, go to the 'Options' link; enter your information in the required fields.

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, Internet browser providers, Internet access providers, 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, 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, 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 that was directly caused by the failure.

You acknowledge your **Account Administrator(s)** 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(s)** or anyone authorized by your **Account Administrator(s)** 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(s)** or anyone authorized by your **Account Administrator(s)** to act on your behalf.

Hours of Accessibility and Processing Times of Transactions

You may access Online Banking 24 hours a day, seven (7) days a week. However, there may be times when the system is not available due to routine maintenance. When this occurs, a message will be displayed online when you sign onto Online Banking. 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.

Normal banking hours are from 7:30 a.m. to 5:30 p.m. Monday through Thursday and 7:30 a.m. through 6:00 p.m. on Friday at 1-800-705-7872.

Non-Recurring Transfers 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 processed 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 the use of our Online Banking services. SVBT reserves the right to waive, reduce, or reverse charges or fees in individual situations.

Questions or Errors

In case of questions or errors regarding your Online Banking transactions, you should contact us using the **Mail Box** function, write us at **P O Box 5210, Klamath Falls OR 97601**, phone us at **1-800-705-7872**, or call your Personal Banker or Relationship Manager as soon as you can.

1. Include your name and account number.
2. Describe the transaction you are unsure about and explain why you believe there is an error or why you need more information.
3. Include the dollar amount of the transaction.
4. For Bill Payments, call iPay Technologies, Inc. at 1-866-266-6792 or call your Branch or Personal Banker at 1-800-705-7872.

If you notify us verbally, we may require that you send us your complaint or questions in writing.

Protecting Your Accounts

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

If you cannot remember your password and have not attempted to sign onto Online Banking more than two times (before being locked out), you may use the “Can’t remember your Password? ‘Click HERE’ link on the SignOn page and your password will be e-mailed to the e-mail address listed in Online Banking. To sign up for this feature, go to the ‘Options’ link within Online Banking and provide the information in the Options screen. Once this is done, you may use the “Can’t remember your Password” feature. Then, if you are unable to remember your password and you have not locked out your Online Banking, if you click on the ‘Click HERE’ link, you will be asked for your Sign-On ID again, press Continue to arrive at a page asking for the answer to your secret question/phrase. Once you supply the correct answer to your question, your password is sent to your e-mail address within seconds.

In addition to your SignOn ID and Password, the Online Banking system will ask you to answer an individual set of secret questions. When considering your secret questions, select the ones that will be easy for you to remember, but are also unknown to others. SVBT will never ask you for the full list of secret questions you have set up for Multifactor Authentication. If someone does ask you for the full list, please report it to us by calling 1-800-710-7872.

If you cannot remember your answers to the secret question presented, simply click the line that says “I don’t remember the answers, please call me to verify my identity”. This will prompt a list of phone numbers you have previously provided and you may select the one you are available to answer or you can choose the option “I don’t have access to any of the phones above, please ask me some questions instead”. This will present more of your pre-defined questions.

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.

Computer Security

It is important to properly maintain and protect any computer used to access your Online Banking account. Computers should be kept free from SPAM and Spyware. Security software should be installed and maintained to keep current with all updates. When computers are not equipped with the appropriate security programs, SignOn IDs and Passwords can be breached using readily available key-logging software. You are responsible to use reasonable, proactive care to prevent this from happening.

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.

If you do not access your Online Banking for more than one year, the bank reserves the right to terminate your Online Banking agreement. You will need to sign a new application to regain access to the Online Banking system.

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

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