

## **PC Connect Agreement & Disclosure**

This agreement provides information about the Sutter Community Bank PC Connect "Online banking" service and contains the disclosures required by the Electronic Funds Transfer Act, as implemented by Regulation E (15 U.S.C. 1693, 12 C.F.R. 205). For the purpose of this agreement, the words "You," "Your," and "Yours" refer to the holder of an account with Sutter Community Bank. The words "We," "Us," "Our," and "Bank" refer to Sutter Community Bank.

By using Sutter Community Bank PC Connect online banking, you agree to be bound by the terms and conditions contained in this agreement. Online Banking transactions are additionally governed by any other separate agreement(s) you may have with Sutter Community Bank, including, but not limited to, the Account Signature Card, the Deposit Account Agreement, and the Fee Schedule.

## **Receipt of Disclosures**

You understand that this agreement incorporates the initial disclosures that the Bank provides to you under Regulation E. You agree that you received these initial disclosures. If you wish to obtain another copy you should immediately request written disclosures by contacting Sutter Community Bank at 530-674-8900 or writing us at P.O. Box 312, Yuba City, California 95992. You may request disclosures at any time.

## **Equipment Requirements**

You are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access Sutter Community Bank Online. The Bank is not responsible for any errors or failures of your computer or software. The Bank is not responsible for any computer virus or related problems that may be associated with your use of this service.

## **Definition of Business Day**

For determining the availability of deposits, every day is a business day, except Saturday, Sunday and federal holidays. Any transactions, via Sutter Community Bank Online, completed after 3:00 p.m. may be treated as a transaction on the next business day. We may treat any correspondence from you, via email, received after 3:00 p.m. on a business day as if we had received it the following business day. All references to time in this document are Pacific Standard Time (PST).

## **Hours of Accessibility for Sutter Community Bank PC Connect**

You may use Sutter Community Bank PC Connect virtually any time, day or night, 7 days a week. However, Sutter Community Bank PC Connect may be temporarily unavailable due to record updating or technical difficulties. To utilize Sutter Community Bank PC Connect, you will need to enter your User ID and password and otherwise satisfy the system's security procedures.

## **Services and Fees through Sutter Community Bank Online**

Sutter Community Bank PC Connect is a consumer electronic banking service provided by the Bank. You understand that if you wish to receive internet banking services for any commercial accounts that you may have, you may also have to complete the Cash Management Agreement related to those services and agree to be bound by its terms and conditions. You must have a Sutter Community Bank account to access the Sutter Community Bank Online banking service.

You may access Sutter Community Bank PC Connect using a personal computer with access to the Bank's web site on the Internet.

Sutter Community Bank PC Connect allows you to...

- Transfer funds electronically ("transfers") between any of your deposit accounts,
- obtain account information, such as the balances, in your savings and checking accounts
- view your account history and find out what checks have cleared, and
- access your designated deposit account to pay most bills ("Bill Pay")

Collectively these are referred to as the "Sutter Community Bank PC Connect" or "Online Banking Services."

There are no fees for accessing your account(s) through Sutter Community Bank PC Connect. Other fees, such as excessive transfer fees, may apply to services conducted through Sutter Community Bank PC Connect. Please refer to the Fee Schedule that you received when you opened your account with us. If you need an additional fee disclosure, please contact us. You may check the balances of your Sutter Community Bank accounts that are linked through Sutter Community Bank PC Connect. You understand that the balance figure may not reflect recent transactions, and may include funds that are not subject to immediate withdrawal. You may transfer funds electronically between your Online Banking accounts.

The Bill Pay service enables you to pay your bills from your personal computer. You understand that you must have a checking account for transactions accomplished through online Bill Pay. You authorize the Bank to charge your designated account(s) for any transactions accomplished through the use of Bill Pay, including the amount of any bill payment or transfer that you request, and any charges for the service.

If you register for the Bill Pay service, the following terms and conditions apply. You authorize the Bank to transfer funds according to your submitted online payment requests. Payments will be deducted from your designated checking account and transferred to a designated vendor/merchant account via a 3rd party bill pay service provider of our choosing. Any request to discontinue the Bill Pay service must be provided as written notification to the Bank. Payment will be initiated to your designated payees on the date specified and that the payment may be made either electronically or by physical check at the discretion of the bill pay service provider. Electronic payments may require up to three business days to be received by the payee. Paper check payments may require up to ten business days to be received by the payee. The Bank will not be liable for any late fees due to service interruptions or delays if the payment was not scheduled sufficiently prior to the due date. You acknowledge that funds will be debited from your designated checking account on the scheduled payment date regardless of-if-or when the payment is received by the payee, and that requests to refund the amount of a payment to your checking account may take up to 10 business days to be processed. You acknowledge and accept responsibility for any financial loss or penalty if there are insufficient funds in your designated checking account when the debit of the bill pay payment amount occurs. Failure to have sufficient funds available may result in the suspension or termination of Bill Pay service and additional collection activities.

You understand that by registering for Bill Pay, even if no payments are scheduled, you are electing to use the bill payment feature of Sutter Community Bank PC Connect and will be

charged for fees published by Us from time to time. We will automatically deduct the service fee from your checking account every month. We will continue to charge your account monthly on the same day (or the next business day if the due date falls on a Saturday, Sunday or federal holiday), until the service is discontinued. To discontinue the bill payment service and service charge, you must contact the Bank. You authorize the Bank to process bill payments and transfers according to the instructions we receive from you through Sutter Community Bank PC Connect. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts maintained at the Bank, or elsewhere, in order to correct any mistaken credit entry. Your obligation to pay the amount of the bill payment or transfer to the Bank is not excused in such circumstances.

If you do not have sufficient funds in your account on the date the fee or charge is payable, you authorize the Bank to automatically deduct the payment from your account as soon as funds are available. You understand that you may be charged an addition fee if your account does not contain sufficient funds to make the payment for the Bill Pay service.

### **Security Procedures**

A password was issued to you as a temporary security procedure. You understand that this password was only used the first time you accessed the online service, at which point you were directed to choose a new, permanent password. The password is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your password. You agree not to disclose or otherwise make available your password to anyone not authorized to sign on your accounts. If you permit another person to use the service or give them your user ID and your password, you are responsible for all activity the person initiates even if he/she exceeds your authorization.

Your Sutter Community Bank PC Connect password is used only for Sutter Community Bank online and bill payment transactions. You will be prompted from time to time to change your password for additional security. You may change your password at any time by selecting the Change Password option.

You agree that you have considered the security procedures of the Sutter Community Bank PC Connect banking service and find that the security procedures are commercially reasonable for verifying that a bill payment transfer, or other communication from you is, in fact, yours.

### **Confidentiality**

We will only disclose information to third parties about your account or transfers you make:

1. When it is necessary for completing transfers,
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,
3. in order to comply with government agency or court orders, and
4. as explained in our Privacy Disclosure.

### **Liability for Unauthorized Use**

You will notify us immediately if you believe that your password has become known to an unauthorized person or if someone has transferred money or made payments without your

permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or bill payment may have occurred, we may require you to sign an affidavit verifying such occurrence.

You understand that you can lose all the money in your deposit accounts accessed through online Banking if you do not inform us that your password has become known to an unauthorized person. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person used your password to access online banking without your permission.

If you do not tell us within 2 business days after you learn that your password has become known to an unauthorized person, and we can prove that you could have stopped someone from using your password without your permission if you had told us, you can be liable for as much as \$500.00.

If your statement shows electronic funds transfers that you did not make, you must notify us immediately. The Bank may require you to provide your complaint in the form of an affidavit. If you do not tell us about unauthorized transfers within 60 days after your account statement is mailed to you, you may not get back any money that you lose after the 60 day period if we can prove that, had you told us about the unauthorized transfers on time, we could have stopped someone from taking the money.

#### **Liability for Failure to Make Payments**

If we do not send a bill payment or make a transfer on a timely basis, as set forth in this agreement, or in the correct amount according to your instructions, we may be liable for damages caused. However, we will not be liable if...

1. through no fault of ours, your designated funding account does not contain sufficient funds to make the payment or transfer,
5. you do not obtain a Confirmation at the time You initiate a payment and/or transfer,
6. the equipment, ATM network, phone lines, or computer system was not working properly or was temporarily unavailable and you knew about the breakdown when you started the transfer,
7. circumstances beyond our control, such as fire, flood or interference from an outside source, prevented the bill payment or transfer, despite reasonable precautions we have taken,
8. a court order or legal process prevents us from making a transfer or bill payment,
9. you have not provided Us with the correct information to complete the transaction,
10. we have identified You as a credit risk and have chosen to (1) make payments and/or transfers initiated by You via the Service utilizing a paper, as opposed to electronic method, or (2) to terminate Your subscription to the Service,
11. you have reason to believe that there has been unauthorized use of your password and you fail to notify us as set forth above, or
12. the payee does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in other agreements with you. If any of the circumstances listed in 4) or 5) above occur, the Bank shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or may have been processed incorrectly.

### **Limitations**

You understand that the federal limitations on transfers applicable to Money Market Accounts and Savings Accounts during each statement cycle will apply to and limit the number of transfers that can be made through Sutter Community Bank PC Connect. You may not make more than 6 transfers per month by means of Sutter Community Bank PC Connect. You should refer to your Deposit Account Agreement or contact us for additional information.

### **Errors or Questions**

If you think your statement is wrong, or you need more information about a transfer listed on the statement, contact Sutter Community Bank at (530) 674-8900 or write us at P.O. Box 312, Yuba City, CA 95992. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears.

1. When notifying us, tell us your name and account number;
2. Describe the error on the transfer in question, and explain as clearly as you can why you believe it is an error or why you need more information
3. Tell us the date and dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will determine whether an error occurred within 10 business days (20 business days if your account has been opened for 30 days or less) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if your account has been open for 30 days or less) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if your account has been opened for 30 days or less) 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 you are a new customer, an account is considered a new account for 30 days after the first deposit is made.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **Account Information Disclosure**

1. As it specifically pertains to electronic funds transfers, we may disclose information to third parties about your account and the payments or transfers you make as stated in our separate Privacy Policy. You may view this Privacy Policy on our website or you may contact us for one. You agree that you have been given the opportunity to read the Privacy Policy.

### **Documentation and Verification of Payments / Transfers**

1. Confirmations  
Upon completion of an Online Banking transaction, a confirmation will be provided. We recommend that you print the transaction results for verification purposes. You should

record this in your checkbook register as a permanent record of the transaction. This will help in resolving any problems that may occur.

## 2. Periodic Statements

Information concerning Online Banking transactions will be shown on your normal statement for the account to and from which transfers or payments are made. If you have a checking or money market account, you will receive a monthly statement. If you have a savings account, you will receive a statement during months with electronic funds activity or quarterly if there is no such activity.

## **Other Conditions**

You are responsible for complying with all terms of this agreement and the regulations governing the deposit accounts that you access through Sutter Community Bank PC Connect. We can terminate your Sutter Community Bank PC Connect banking privileges without notice to you if you do not pay any fee required in this agreement when due, or if you do not comply with this agreement. The regulations governing your deposit account are set forth in your account information disclosure, a copy of which is available from the bank. You may terminate this agreement and your use of Sutter Community Bank PC Connect services by notifying us at (530) 674-8900.

We may terminate this agreement and your use of Sutter Community Bank PC Connect services without notice if you do not log on for a period of more than 90 days. If this occurs, you will have to repeat the registration process for Sutter Community Bank PC Connect services. We reserve the right to temporarily or permanently discontinue Sutter Community Bank PC Connect services at any time by mailing to you, at the address shown in our records, a notice stating the date termination will occur and that no transfers or orders payable to third parties via Sutter Community Bank PC Connect services will be honored if received the day of termination and thereafter. We will inform you of such termination in accordance with applicable law or regulation.

## **Change In Terms**

The Bank may change any term or condition of this agreement, and will mail or deliver a written notice to you at least 21 days before the effective date of any change in a term or condition if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

## **Contact Information**

Sutter Community Bank  
700 Plumas Street  
Yuba City, CA 95991  
(530) 674-8900

Lobby Hours (excluding normal banking holidays):

Monday-Thursday 8:30 a.m. – 5:00 p.m.

Friday 8:30 a.m. – 6:00 p.m.

You may contact us through e-mail. Please note that e-mail, in general, is not a secure means of communication. If the information you need to convey to Sutter Community Bank is of a sensitive nature (account numbers, Social Security Number, passwords or PINs), please contact us by phone, U.S. mail or come visit us in person.

By using Sutter Community Bank PC Connect Banking, you agree that you have received and understood this agreement and disclosure and will be bound by all the terms and conditions of this agreement just as if you have signed this agreement.

If you do not agree to be bound by the terms of this agreement, you understand that you will notify us to discontinue your Sutter Community Bank PC Connect banking services.