# **United Security Bank Online Banking Agreement**

(This is a duplicate of the Agreement electronically signed at time of enrollment.

Please see a bank representative for more information.)

### APPLICATION FOR ONLINE ACCESS AGREEMENT

By clicking on "I Agree", you are agreeing to the "Terms and Conditions" that govern your use of the online banking service (the "Service") and will proceed to the Enrollment Form which will allow United Security Bank to setup a Personal Online Banking account for New Users. The terms and conditions of this agreement are in addition to, will supplement, and supersede where inconsistent, the terms, conditions, rules and regulations of your account agreement with United Security Bank.

Acceptance of this agreement authorizes United Security Bank to provide access to some or all banking products. These include but may not be limited to checking accounts, savings accounts, certificate of deposits and loan accounts you maintain with us. Your use of the Service will be further evidence of your agreement to these terms and other agreements that we provide to you.

## **ELECTRONIC COMMUNICATION**

By clicking on the "I Agree" button below, you are accepting to enter into this Agreement electronically. You also are confirming that you have downloaded or printed a copy of the Online Banking Agreement for your records. We will provide a copy of the Online Banking Agreement to you in written form at your request.

The Service allows you to:

- Obtain account balances
- View and print monthly activity including images of checks, deposits and statements
- Pay bills electronically
- Transfer funds between United Security Bank accounts
- Verify the amount of a direct deposit on its scheduled due date
- Request a Stop Payment on a check
- Generate reports on your account activity
- Export your transactions to popular financial software packages
- Reorder checks from Harland Clark

# **TRANSFERS**

Transfers are limited to occur only between accounts established at United Security Bank and identified within your log-in portfolio. Transfers may be scheduled as an "Express Transfer", one

time occurrence, or as a "Scheduled Transfer", set to occur at a pre-established time and for the same amount. You agree that a request to conduct a transfer of funds will be conducted only when a sufficient balance is, or will be, available in your designated account at the Bank at the time of withdrawal. The bank is not obligated to complete any transfer if sufficient funds, including overdraft lines of credit or overdraft privileges, are not available in the account you designate. Express Transfers will only be allowed if there are current available funds in the designated account at the time of transfer. Scheduled Transfers will be allowed if there are current available funds, including any overdraft lines of credit or overdraft privileges, in the designated account at the close of the business day on which the transfer is to occur.

Transfers must be completed online by 6:00 pm on a business day in order to receive same day credit. It is recommended that you complete all transfers at least 15 minutes prior to the cut-off time. Transfers conducted after hours, on Saturday or Sunday, or on banking holidays will be processed the following business day.

Refer to the Truth In Savings Disclosure for Personal and/or Business Accounts for a description of any transfer limitations. Transfers or payments from savings or money market accounts may be limited (see Transaction Limitations below).

The bank will not be liable for transfers conducted by persons or entities who obtain online access through the multifactor authentication process. Users are responsible for maintaining the security of their online credentials.

#### TRANSACTION LIMITATIONS

Federal law limits the number of transfers and withdrawals from savings accounts and money market deposit accounts. You may not make more than six withdrawals and/or transfers from these accounts each monthly statement period by check (applicable to Money Market accounts only), pre-authorized or automatic transfer, draft, debit card, data transmission, or telephonic agreement. Please see your account agreement for further details.

#### **BUSINESS DAYS**

In this Agreement, the term "Business Days" refers to Monday through Friday, excluding bank holidays.

# **AVAILABILITY OF SERVICE**

The Service is available 24 hours a day, seven days a week. The Services may be temporarily unavailable for system maintenance. Services may also be unavailable in the event of an

emergency, such as failure of computer or communication equipment. We shall not be liable under this Agreement for the inability to access the Services.

# **COMPUTER REQUIREMENTS**

The following conditions must be fulfilled for the system to function properly and effectively:

## **General Instructions**

- The browser should preferably be Microsoft Internet Explorer 8.0 or higher, or an equivalent alternate browser.
- After logging-in the online banking system, it is advisable not to use the REFRESH (RELOAD) and STOP keys, and not to use the BACK key to move to pages other than those used by the system (secure environment - https).
- For reasons of security and in order to provide better service to our clients, there is a 15-minute limit to complete transactions ("Process Timeout"). After the expiration of the 15-minutes the client is automatically disconnected from the system. In addition, if after logging-in to the system the client does not perform any transaction within 3 minutes, the client is again automatically disconnected ("Idle Timeout").

United Security Bank has obtained the maximum possible security currently available on the Internet (128-bit encryption). Thus, in every transaction performed, the messages exchanged between the client and the Bank's Web Server are encrypted. Beyond encryption, subscribers use multifactor authentication to log-in, while the Bank also uses additional security systems (Firewall) which control and record each user's access to its systems.

#### **STOP PAYMENTS ON CHECKS**

A stop payment order may be placed on a check using the Service. To place the order you must precisely identify the check number, date, the EXACT amount of the check (dollars and cents) and the payee. If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Additionally, we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cut-off time. To place a stop payment on a blank check or a range of checks that are missing or stolen, you must contact your banking office for personal assistance. Other terms and conditions governing stop payments are covered in your Deposit Account Terms and Conditions disclosure.

#### CANCELLATION

This Agreement will remain in effect until terminated by you or The Bank. You may cancel this Agreement at any time by notifying The Bank by mail at: United Security Bank, 2126 Inyo Street,

Fresno, CA 93721; Attention: Data Processing Center. The Bank may cancel this Agreement and terminate your use of the Internet Banking Service if: you breach this or any other agreement with us; we have reason to believe that there has been or may be an unauthorized use of your account or PIN; there are conflicting claims to the funds in your account; upon your request that we do so; or for any other reason, at any time. The Bank may use commercially reasonable measure to notify you in advance of any such termination, but The Bank is not obligated to do so.

# **ACCESS ID AND PASSWORD**

During your first use of the Service, you will be required to select your own personalized Access ID and Password. If you already have an Access ID and Password a new one will not be issued. If you designate different users for your Service, each will be issued a separate Access ID and Password. Your Password may be changed at any time within the Service. To help safeguard your security, you should change your Password frequently. Do not write your Access ID or Password on your Computer. If you forget your Access ID and/or Password, you must contact us to have a new Access ID and/or Password issued to you. You agree to keep your Access ID and Password confidential in order to prevent unauthorized access to your accounts and the Service. No United Security Bank employee will ever ask you for your password. You should never include your password in any verbal, written, faxed, or e-mail communication with us.

# **ELECTRONIC MAIL (E-mail)**

One way we may communicate with you is through e-mail, by sending us an e-mail or otherwise providing us with an e-mail or text message address. We may respond to your request by e-mail, but we will never send you an e-mail to ask confidential information about your account. Furthermore, you cannot use an e-mail message to conduct transactions on your accounts.

#### REPORTING UNAUTHORIZED TRANSACTIONS

If you believe your Access ID, User Password or Personal Identification Number (PIN) has been lost or compromised, or that funds have been transferred from your account without your permission, you must contact us immediately at (559) 248-4930 or Toll Free (888) 683-6030 or mail notices to United Security Bank, 2126 Inyo Street, Fresno, CA 93721, ATTN: Centralized Operations.

# **ELECTRONIC FUNDS TRANSFER PROVISIONS FOR CONSUMERS**

Transfers that debit or credit a consumer's deposit account are subject to the Electronic Funds Transfer Act as implemented by Regulation E (12 CFR 1005).

# <u>Liability for Unauthorized Electronic Funds Transfers (EFT)</u>

Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- 1. If you notify us within two business days after learning of the loss or theft of your password, or other information that could allow unauthorized access to your account, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
- 2. If you fail to notify us within two business days after learning of the loss or theft of your password or other information that could allow unauthorized access to your account, but do notify us within 60 days of our transmittal of your statement, your liability will not exceed the lesser of \$500 or the sum of:
  - \$50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and
  - The amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.
- 3. You must report an unauthorized EFTs that appears on a periodic statement within 60 days of our transmittal of the statement to avoid unlimited liability for unauthorized transfers (including liability for bank fees, including overdraft fees, etc.) and to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding sections 1 or 2 above.
- 4. If your delay in notifying us was due to extenuating circumstances as reasonably determined by the bank, we will extend the times specified in the immediately preceding paragraphs 1, 2, or 3 above to a reasonable period.
- 5. You may notify us in person, by telephone, by email during a secure session using the appropriate form, or in writing. You will need to include in your correspondence (1) Name and account number. (2) Describe the error or the transfer you believe is inaccurate, and explain as clearly as you can why you believe there is an error or why you need more information. (3) Tell us the 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.

6. You will be notified within 10 Business Days after we hear from you 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 re-credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we request you to put your complaint in writing and do not receive that notice within 10 Business days, we may not re-credit your account. If we find that there was no error, we will send you notification with a written explanation within 3 Business Days after completing our investigation. You may request copies of the documents that we used in our investigation.

The time limits and provisional re-crediting procedures described in the preceding paragraph do not apply to businesses, which are subject to the provisions of the Accounts Terms & Conditions Disclosure.

# **SEVERABILITY**

If any provision of this Agreement is determined to be invalid or void, the rest of the Agreement will remain in full force and effect.

# **OUR RESPONSIBILITY FOR PROCESSING TRANSACTIONS**

Regardless of anything to the contrary in this Agreement, or any other agreement, unless otherwise required by law, we will not be liable for untimely or incorrect transfers, including but not limited to the following scenarios: you fail to provide us with timely, complete and accurate information for any transactions; through no fault of ours, you do not have enough money in your account to make the payment or transfer requested; the payment or transfer would exceed any permitted overdraft line of credit or overdraft privileges you have with us; circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer malfunction, interruption of telephone, Internet service, or telecommunications facilities or a natural disaster) prevent or postpone the transfer, despite reasonable precautions taken by us; the funds in your Account were subject to legal process, an uncollected funds hold or otherwise not available; your account is closed, dormant, frozen or blocked; you did not properly follow Service instructions on how to make the transfer (this includes incorrect date, amount, or untimely completion of the transfer to meet the cut-off time); your operating system, Internet connection and/or software malfunctioned for any reason; or the transaction could not be completed due to inability to access the service during maintenance. In addition may be other liability exclusions stated in our Account Agreement.

# **RELEASE OF ACCOUNT INFORMATION**

Please see the "Privacy Policy" located on our website for information on how we gather, use and secure nonpublic personal information about you. We do not share information except as allowed by law.