

## **ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURE**

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Redding Bank of Commerce. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card or Personal Debit Card at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by Redding Bank of Commerce which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

#### **SERVICES PROVIDED THROUGH USE OF ATM CARD OR PERSONAL DEBIT CARD**

If you have received an electronic fund transfer card ("ATM Card" or "Personal Debit Card") from us you may use it for the type(s) of services noted below, and the following provisions are applicable:

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Personal Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Personal Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Personal Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Redding Bank of Commerce immediately if your ATM Card or Personal Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Personal Debit Card or to write your PIN on your ATM Card or Personal Debit Card or on any other item kept with your ATM Card or Personal Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Personal Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Personal Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by calling the PIN Change System at 877-267-6941.

#### **ATM SERVICES**

The following services are available through use of your ATM Card and Personal Debit Card:

You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

**OTHER ATM SERVICES.** You may change your PIN at an ATM.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your ATM Card or Personal Debit Card at our ATM Card terminals, you may access your accounts through the following network(s): STAR, NYCE, PLUS, PULSE, MASTERCARD AND VISA

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

#### **POINT OF SALE TRANSACTIONS**

You may use your ATM Card or Personal Debit Card to purchase goods and services from merchants that have arranged to accept your ATM Card or Personal Debit Card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your ATM Card or Personal Debit Card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. The designated account for ATM Card transactions is your Checking, Savings, Money Market and NOW Accounts. The designated account for Personal Debit Card transactions is your Checking, Savings, Money Market and NOW Accounts..

In addition, your Personal Debit Card may be used at any merchant that accepts MasterCard® debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account at participating financial institutions.

Each time you use your ATM Card or Personal Debit Card, the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the ATM Card or Personal Debit Card transactions. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

**CURRENCY CONVERSION - MasterCard®.** If you perform transactions with your card with the MasterCard® logo in a currency other than US dollars, MasterCard International Inc., will convert the charge into a US dollar amount. At MasterCard International they use a currency conversion procedure, which is disclosed to institutions that issue MasterCard®. Currently the currency conversion rate used by MasterCard® International to determine the transaction amount in US dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

#### **SERVICES PROVIDED THROUGH USE OF IVOICE**

You may perform the following functions through use of iVoice.

You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.

You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), and Loan.

You may make payments on consumer loans, home equity loans, cash reserve loans, and Commercial Loan that you have with us.

You may change your PIN via the telephone.

#### **PREAUTHORIZED TRANSFER SERVICES**

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).

You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), money market account(s), and NOW account(s).

#### **SERVICES PROVIDED THROUGH USE OF ICONNECT**

Redding Bank of Commerce offers its customers use of our iConnect service.

Account inquiry, transfer of funds between accounts, loan payments, and bill payment.

#### **ELECTRONIC CHECK CONVERSION**

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

### **LIMITATIONS ON TRANSACTIONS**

#### **TRANSACTION LIMITATIONS - ATM CARD**

**CASH WITHDRAWAL LIMITATIONS** - You may withdraw up to \$510.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS** - You may buy up to \$1,010.00 worth of goods or services in any one day through use of our Point of Sale service.

#### **TRANSACTION LIMITATIONS - PERSONAL DEBIT CARD**

**CASH WITHDRAWAL LIMITATIONS** - You may withdraw up to \$750.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS** - You may buy up to \$1,500.00 worth of goods or services in any one day through use of our Point of Sale service.

#### **OTHER LIMITATIONS**

Listed below are access devices that may be used to access a line of credit account, and the line of credit accounts that may be accessed. The amount of any cash advance available through use of your access device is subject to your separate agreement with Redding Bank of Commerce, if any. Please refer to your Line of Credit Agreement for disclosures related to such limitations.

Personal Debit Card: Overdraft Protection Credit Line

We reserve the right to impose limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each statement period for purposes of making a payment to a third party or by use of a telephone or computer.

## NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Personal Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (800) 421-2575 to find out whether or not the deposit has been made.

### RIGHTS REGARDING PREAUTHORIZED TRANSFERS

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at:  
(800) 421-2575  
or write to:  
Bank of Commerce  
1951 Churn Creek Road  
Redding, CA 96002

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

### YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your ATM Card or Personal Debit Card or PIN or internet banking access code has been lost or stolen, call us at:

(800) 421-2575 (7:30 am - 6:00 pm PST)  
or write to:  
Bank of Commerce  
Administrative Operations  
1951 Churn Creek Road  
Redding, CA 96002

To report a stolen or lost card after hours, on weekends or holidays please call: (800) 528-2273

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### CONSUMER LIABILITY

Tell us at once if you believe your ATM Card or Personal Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Personal Debit Card or PIN, you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Personal Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Personal Debit Card or PIN and we can prove we could have stopped someone from using your ATM Card or Personal Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we

could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

### **CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING PERSONAL DEBIT CARD**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the MasterCard® logo. These limits apply to unauthorized transactions processed on the MasterCard® Network.

If you notify us about an unauthorized transaction involving your Personal Debit Card, and the unauthorized transaction took place on the MasterCard® Network, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft, you must not have reported two or more incidents of unauthorized use within the preceding twelve (12) months, and your account must be in good standing.

Your liability for unauthorized transactions with your Personal Debit Card that involve PIN-based transactions not processed by the MasterCard® Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF PERSONAL DEBIT CARD.** You agree not to use your Personal Debit Card for any illegal transactions, including internet gambling and similar activities.

### **TRUTH IN LENDING DISCLOSURE**

You may be liable for the unauthorized use of your ATM Card or Personal Debit Card to access a line of credit. Please refer to your Line of Credit Agreement for disclosures related to your liability for unauthorized use.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS**

In case of errors or questions about your electronic fund transfers,

call us at:

(800) 421-2575

or write to:

Bank of Commerce

Administrative Operations

1951 Churn Creek Road

Redding, CA 96002

or email us at: [main@reddingbankofcommerce.com](mailto:main@reddingbankofcommerce.com)

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Redding Bank of Commerce no later than 60 days after it sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty business (20) days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) 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.

### **LIABILITY FOR FAILURE TO COMPLETE TRANSACTION**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Personal Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS**

You will not be charged a fee when using your card at a BOC ATM machine. When you use a non BOC ATM, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transaction.

\$5.00 charge to replace a lost or stolen card.

#### **DISCLOSURE OF ACCOUNT INFORMATION**

You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Redding Bank of Commerce and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. With your consent.

#### **DEFINITION OF BUSINESS DAY**

Business days are Monday through Friday excluding holidays.

#### **AMENDING OR TERMINATING THE AGREEMENT**

We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable fee schedules which relate to EFT services, at any time upon at least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify Redding Bank of Commerce of the fact prior to the effective date of the change or amendment and cancel this Agreement. Redding Bank of Commerce may cancel this Agreement at any time, without giving you prior notice. If you or Redding Bank of Commerce cancels this Agreement at any time, you shall surrender your ATM Card or Personal Debit Card and you may no longer use any of Redding Bank of Commerce's EFT services other than the automated clearing house transfer services set forth above.

#### **NOTICE OF ATM SAFETY PRECAUTIONS**

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Personal Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and Redding Bank of Commerce.

You agree not to reveal your PIN to any person not authorized by you to access your account.

Bank of Commerce does not offer "overdraft services" as defined in Regulation E Section 205.17 (Requirements for Overdraft Services). Under Section 205.17, the term "overdraft services" means a service under which a financial institution assesses a fee or charge on a consumer's account held by the institution for paying a transaction (including a check or other item) when the consumer has insufficient or unavailable funds in the account. The term "overdraft service" does not include any payment of overdrafts pursuant to:

1. A line of credit subject to the FRB's Regulation Z (12 CFR part 226), including transfers from a credit card account, home equity line of credit, or overdraft line of credit.
2. A service that transfers funds from another account held individually or jointly by a consumer, such as a savings account; or
3. A line of credit or other transaction exempt from FRB's Regulation Z (12 CFR part 226) pursuant to 12 CFR 226.3(d).

If we pay an overdraft that is caused due to an ATM withdrawal or one-time debit card transaction, we DO NOT assess a fee or overdraft charge against the consumer's account. Card Use and Effect on Available Balance: Generally use of your card at ATM's and POS terminals results in a simultaneous debit of the transaction amount from your account. If you have a debit card and use it at a POS terminal in a manner that is processed as a MasterCard transaction (that is, when no entry of your PIN is needed), the authorization to proceed with the Transaction that the business received will result in a simultaneous freeze until the earlier of the actual debit of the funds or 3 days after authorization. During the freeze, this means that the funds will NOT be available for use, for example, to pay any checks you write. Please keep track of your card use and the effect on your available balance to avoid overdrafts or items being returned unpaid due to insufficient funds, and the fees associated with these types of account problems.