

MOBILE BANKING AGREEMENT AND DISCLOSURE ONLINE BANKING ADDENDUM

I. Introduction

Bank of the Sierra endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

II. Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Bank of the Sierra Checking, Savings, Loans, CDs, Safe Deposit Box information and other Bank of the Sierra products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. ***Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.***

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," and "Bank" means Bank of the Sierra.

III. Mobile Banking Service

A. Description of Service. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Bank of the Sierra account information, make payments to payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Banking and then activate your Device within the Online Banking system. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Bank of the Sierra cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

B. Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

C. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

IV. Permitted Mobile Banking Transfers

You may use the Service to transfer funds between your eligible Bank of the Sierra Accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 7:00 p.m. PST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

V. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

C. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to

make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Bank of the Sierra its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

Mobile Check Deposit Enrollment Agreement and Disclosure Statement

For use of Mobile Check Deposit, you acknowledge that you have read, understood and agree to the terms of this Agreement. Please read this agreement carefully and keep a copy for your records.

Mobile Check Deposit

1. General

This Mobile Check Deposit Enrollment Agreement and Disclosure (this “Agreement”) governs the use of Mobile Check Deposit which is offered by and through Bank of the Sierra (“Bank”) to each customer whose request for the services is approved. By your initial and continued use of Mobile Check Deposit, you acknowledge that you have read, understood and agree to the terms of this Agreement and any subsequent amendments. In the event of a conflict between this Agreement and the Account Documentation, this Agreement will govern with respect to Mobile Check Deposit.

2. Remote Check Deposit Service

- a. The Service allows you to make certain deposits to an eligible account electronically by using a mobile capture device, such as a Smartphone (iPhone or Android) to create an electronic image of a paper check or other paper source document only drawn on a United States Bank and payable in U.S. Dollars ("Item") by taking a photograph of the front and back of the Item and transmitting it and related data to us. As part of the Service you must use Sierra Online Banking and our Sierra Mobile App. available for download in either iTunes Store or Google Play. You are solely responsible for information or data that is transmitted, supplied or key-entered by you, or agents. Before you photograph any Item, you shall endorse all items with your name and the legend "For Mobile Deposit Only"
- b. You agree that after the item has been photographed and submitted via the Mobile App for deposit, you shall not otherwise transfer or negotiate the original item, substitute check or any other image thereof. You further agree that you shall be solely responsible for the original items, including storage, retrieval and destruction.
- c. You agree that the electronic image of the item or any substitute check, as defined by federal law, will become the legal representation of the item for all purposes (except for funds availability, see section 2(e) below), including return items processing.
- d. If we receive a scanned item on or before 6:00 p.m. Pacific Standard Time on a business day we are open, we will consider that day to be the day of deposit. If we receive a scanned item after 6:00 p.m. Pacific Standard Time or on a weekend or a state or federal holiday, we will consider that the deposit was made on the next business day. A deposit

is considered “received” by Bank of the Sierra if the image, in our discretion, is of acceptable quality; the item information is complete, and the deposit is validated through our standard procedures within 1 to 3 business days after the initial transmission of the deposit.

- e. We will make funds available for checks and items received, accepted and successfully processed through Mobile Remote Check Deposit according to our standard funds availability policy for your Deposit Account once the deposit has been deemed “received” (within 1 to 3 business days).
- f. The maximum amount you may deposit on any day is \$2,500.00 per eligible account and the maximum aggregate amount that you may deposit to an eligible account during any thirty (30) day period is \$5,000.00.
- g. We may return or refuse to accept all or any part of a deposit to your account using the Mobile Check Deposit at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.
- h. If we place a hold on your deposit we will notify you by mail.
- i. We will send you an email acknowledging the transmission of your deposit.

3. Image Capture

If the check images, MICR information, or amounts transmitted to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the item and data in the form received from you;
- b. repair or attempt to repair the item or data and then further transmit it;
- c. process the item as photocopies in lieu of originals; or
- d. return the data and item to you unprocessed and charge back your account.

4. Eligible Items

You agree to photograph and transmit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that you will not use this service to photograph and deposit any checks or other items shown below:

- a. Checks or items payable to any person or entity other than you;
- b. Checks containing an alteration which you know or should have known to be fraudulent, or authorized by the owner of the account on which the check is drawn;
- c. Any checks that are not in original form with a signature, such as substitute checks or remotely created checks;

- d. Checks that are stale dated, dated more than six (6) months prior to date of deposit;
- e. Checks that are post dated, and display a future date;
- f. Checks written off an account at a financial institution located outside the United States;
- g. Checks not payable in United States Currency;
- h. Federal Government Checks, Money Orders, Traveler's Checks, Savings Bonds, Third Party Checks.

5. **Disclaimer of Warranties and Limitation of Liability**

We make no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and Mobile Check Deposit. We specifically disclaim any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. We and our subcontractors also do not guarantee that your access to the Mobile Check Deposit will be uninterrupted, error free or secure.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, RELATED IN ANY WAY TO YOUR USE OF THE REMOTE CHECK DEPOSIT SERVICE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

You represent and warrant to us that:

- a. any image we receive accurately and legibly represents all of the information on the front and back of the original item as originally drawn;
- b. the information you transmit to us corresponding to an item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- c. the item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- d. no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item that has already paid;
- e. You will not redeposit through this Mobile Check Deposit any item previously deposited and returned to you unless we advise you otherwise;

- f. You will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- g. You will only transmit items that originated as paper Items.
- h. You are solely responsible for any duplicate presentments of a deposited item regardless of the origin of the duplication and any subsequent claim.
- i. You are not depositing items on behalf of third parties,
- j. You will notify us in writing regarding any unauthorized use or disclosure relating to Mobile Check Deposit immediately after it becomes known to you.

6. Indemnification

You agree to defend, indemnify and hold us harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from:

- a. your breach of any of the warranties made by you pursuant to this Agreement or the Account Documentation;
- b. any claim pertaining to any warranty or indemnity that we make with respect to an item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to items;
- c. You will defend, indemnify and hold us, our officers, affiliates, employees and agents harmless from any actions, claims, losses, demands, liabilities, litigation or damages (including reasonable attorneys' fees) arising from or in connection with your unauthorized use of Mobile Check Deposit.

7. Termination of Service.

- a. We reserve the right to terminate the Service at any time without notice to you.

b. The provisions of sections 5 and 6 shall survive termination of this Agreement.

8. Miscellaneous

If Bank of the Sierra contacts you in regards to any errors involving deposited item through Mobile Check Deposit, you agree to provide any of the requested information in writing within the requested time frame.