



## FIRST NORTHERN BANK

### ELECTRONIC FUND TRANSFER ACT DISCLOSURE

Effective: January 23, 2023

Certain provisions of the following *Electronic Fund Transfer Act Disclosure* apply only to electronic fund transfers to or from accounts established primarily for personal, family, or household purposes (“consumer accounts”). Such provisions do not apply to any transaction that is not covered under the Electronic Fund Transfer Act or Regulation E.

**You acknowledge that your mobile service provider may charge for sending and receiving text messages on your wireless access device. You acknowledge that you should check with your service provider for details on specific fees and charges that may apply. Supported carriers may change over time and may include: AT&T, Sprint PCS, T-Mobile, U.S. Cellular, Verizon Wireless. Message and data rates may apply. For help, text reply HELP and to cancel text alerts, text reply STOP, at any time.**

**Our Privacy Policy may be accessed at: <https://www.thatsmybank.com/privacy-policy.html>**

This Electronic Fund Transfer Act Disclosure (“Agreement”) governs the use of electronic funds transfer services, including the First Northern Bank of Dixon the Mastercard enhanced debit card (“Debit Card”) (references “Card” shall refer to both the ATM Card and the Debit Card, unless otherwise expressly indicated), telephone transfer service, and preauthorized transfers (as applicable) (collectively, the “Service(s)”). The Card is not a credit card.

This Agreement specifies the rights and obligations of First Northern Bank of Dixon (“Bank,” “we,” “our,” “us”) and the owners and authorized signers (“you,” or “your”) of eligible accounts linked to a Service (“Linked Account(s)”). By using the services provided in this Agreement, you agree to be bound by the terms and conditions herein, as amended from time to time. For the purpose of this Agreement, a “commercial account” shall mean an account that is not a consumer account.

**CARD AND PIN SECURITY** - The PIN for your Card or telephone banking, is confidential and should not be disclosed to third parties or written on your Card. You are responsible for safekeeping your Card and PIN. You agree not to disclose or otherwise make your PIN or Card available to anyone not authorized by you to use the PIN or Card. If you authorize anyone to use your PIN or Card, you will be liable for all of their transactions, and you cannot limit your liability to only specified transactions, unless and until you notify us that your authorization has been revoked (at which time we will cancel and/or substitute a new PIN and Card, as applicable).

**AVAILABLE BALANCE** – You agree to maintain a sufficient available balance in your Linked Account to facilitate all transfers contemplated under this Agreement. Importantly, your “available” balance may not be the same as your account’s “actual” balance. This means an overdraft or non-sufficient funds transaction could occur regardless of your account’s actual balance. Your account’s actual balance, (sometimes called the “ledger” balance) only includes transactions that have settled at that point in time (that is, transactions (deposits and payments) that have posted to your account). The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the actual balance for your account as of the statement date. As the name implies, your available balance is calculated based on the money “available” in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. Your available balance may also be impacted by applicable overdraft programs. For additional information on our overdraft program, refer to our Overdraft Program Service Policy. In addition, when calculating your available balance, any “holds” placed on deposits that have not yet cleared are also subtracted from, the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled “Transaction Holds,” below

**TRANSFER TYPES** – When you use a Card with your personal identification number (PIN), you authorize us to accept deposits, make transfers and permit withdrawals and advances from or deposits and payments to your Linked Accounts with us. All Cards remain the property of the Bank, and are non-transferable.

Subject to there being sufficient available balances in your Linked Account, and subject to the “Dollar Limitations,” below, you may use your Card to:

- (1) Withdraw available cash from your linked savings or checking Linked Accounts;
- (2) Make deposits to your linked checking or savings Linked Account at one of our ATMs;
- (3) Transfer funds between your linked checking and savings Linked Accounts;
- (4) Initiate point-of-sale (POS) transactions – Using your Card and PIN, pay for purchases at merchant locations that have agreed to accept the Card. In addition, a Debit Card may be used, with a PIN, with a signature or without either, for POS transactions to purchase goods and services at any merchant location that displays the Mastercard logo. However, we are not responsible for the refusal of any merchant to accept or honor a Card;
- (5) Obtain a cash advance at financial institutions that accept Debit Cards with the Mastercard logo;
- (6) Use your card to authorize recurring payments to a third party (“Recurring Transfers”); and
- (7) Learn the balance in your linked checking or savings Linked Accounts (Note: the information may not reflect recent transactions and may include funds which are not available for immediate withdrawal).

Some of these services may not be available at all ATMs, terminals, or merchant locations. When you use your Card at any electronic terminal operated by another institution or company, the amount, frequency, and type of transactions may be subject to limitations or fees imposed by the operator of the terminal, in addition to those disclosed herein.

**ELECTRONIC CHECK CONVERSION** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking Linked Account using information from your check to:

- (1) Pay for purchases; and
- (2) Pay bills.

**LIMITATIONS GENERALLY.** We reserve the right to impose dollar, volume, activity, exposure or other limitations on Card transactions, and to change them at any time. We may increase dollar or other limitations for one or more Cards or Card transactions upon request by any person who is an authorized signer on the Linked Account. You accept the risks associated with this possibility of higher dollar or other limitations.

**FREQUENCY LIMITATIONS** – During each monthly statement cycle you will be charged an Excessive Withdrawal Fee each time you make more than six (6) withdrawals or transfers from your money market deposit account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, Card or similar order to a third party. During any monthly statement cycle you will be charged an Excessive Withdrawal Fee each time there is a withdrawal or other debit from your savings account in excess of three (3) occurrences. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitation. If you exceed these limits, we may refuse to honor excessive transactions, remove your transfer privileges, close the account, impose a fee and/or change the account to a non-interest-bearing demand deposit account. Additional transaction limitations on your particular account may apply.

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## DOLLAR LIMITATIONS

	ATM Withdrawals (cash transaction)	Point-of-Sale (PIN-based, debit transaction)	Point-of-Sale signature- based, debit transaction)
Debit Card issued on Minor's Account	\$600	\$2,000	\$500
Debit Cards – issued on All other Consumer account types, including Health Savings	\$600	\$2,000	\$3,000
Debit Card – Premier Interest Checking account holders <i>(includes legacy VIP &amp; Private Client account holders)</i>	\$1,000	\$2,000	\$5,000
Debit Cards – issued on Business account types	\$600	\$2,000	\$5,000

In addition: Recurring Transfers and transfers between your checking and savings Linked Accounts are limited to the available balance of the Linked Account from which money is withdrawn. If you have only a savings account linked to your Card, it cannot be used to make point-of-sale purchases.

**TRANSACTION CUTOFF TIMES** - For purposes of determining when you have reached your daily limit, a day ends at 6:00 p.m. our local time. Transactions after 6:00 p.m. our local time, or on any day other than a business day, may be added together and treated as occurring on the next business day. For security purposes, we may place other limits on these accounts. Different limitations may apply at network ATMs maintained by other banks which have been programmed to accept your Card.

**FEES – Current Fees are listed below.** We reserve the right to modify our Fee Schedule in connection with the Services contemplated under this Agreement, upon notice to you. You agree to pay for all such fees or charges, including as they may change from time to time. We will provide advance notice of fee changes or additions if required by applicable law. Your continued use of the Services following any changes to the fees or charges will reflect your acceptance of the new or revised fees or charges. When you use an ATM or terminal not owned by us, you may be charged a fee by the ATM or terminal operator or through the networks used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**\$2.50 Out of Network ATM Transaction Fee** – assessed each time an ATM is used that is not a member of the MoneyPass ATM Network. Will print on account statement as *Fee for Checking W/D*.

**\$1% Cross Border Transaction Fee** – fee is 1% of the transaction amount after conversion to U.S. Dollars. Will print on account statement as a *Cross Border Fee*.

**Excessive Transfer Fees** – During each monthly statement cycle you will be charged an Excessive Withdrawal Fee of **\$10 per excessive transaction** each time you make more than six (6) withdrawals or transfers from your money market deposit account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, Card or similar order to a third party. The fee(s) will print on your account statement in the history section as a *Service Charge*, and in the Service Charge Summary as a total of fees for the month under *Withdrawal*.

During any monthly statement cycle you will be charged a **\$1 Excessive Withdrawal Fee** each time there is a withdrawal or other debit from your savings account in excess of three (3) occurrences. The fee(s) will print on your account statement in the history section as a *Service Charge*, and in the Service Charge Summary as a total of fees for the month under *Withdrawal*.

**Telephone Transfer Fee** -- \$4 each for every Telephone Transfer requested. Will print in account activity on account statement as Service Charge. Fees for the entire statement cycle will total and show in statement Service Charge summary as *Total Telephone Transfer*.

**Stop Payment Fee**— \$25 per original or renewal stop payment request. Will print on account statement as *Stop Item Charges*

**Non-Sufficient Funds Returned Item Fee** - FNB returns an item<sup>6</sup> presented for payment when your account does not have enough money in your **AVAILABLE BALANCE**<sup>5</sup> **This fee will be shown as an NSF Returned Item Fee on your account statement.**

**\$32 fee for each item<sup>6</sup>** (Consumers & Classic Free Business Checking Accounts held by Sole Proprietors holders may be charged a maximum of 6 Non-Sufficient Funds Returned Item Fees per day, for a total of \$192. There is no daily maximum number of NSF Returned Item Fees that may be charged to other Business and Commercial Checking Account holders) There is no daily maximum number of NSF Returned Items Fees that may be charged to other Business and Commercial Checking Account Holders.

Be aware that your item<sup>6</sup> may be presented multiple times. We do not monitor or control the number of times your transaction item is presented for payment. We may charge a fee EACH TIME the item is presented if the amount of money in your account is not sufficient to cover that item. **This may result in multiple Non-Sufficient Funds fees being assessed for THE SAME ITEM.**

A Non-Sufficient Funds Returned Item Fee **WILL NOT be charged** under the following circumstances:

1. If the item<sup>6</sup> being presented to your account is \$10 or less.
2. On a declined ATM withdrawal attempt or every day one-time debit card transaction attempt, such as a purchase at a grocery store or other merchant.
3. To a BankOn Checking Account

**Overdraft Fee** - - FNB pays an item when your account does not have enough money in your **AVAILABLE BALANCE**<sup>1</sup>, causing your account to be overdrawn. This fee will be shown as an *Overdraft Fee* on your account statement.

**\$32 fee for each item<sup>2</sup>** (Consumers and Classic Free Checking Accounts held by Sole Proprietors may be charged a maximum of 6 Overdraft Fees per day, for a total of \$192. There is no daily maximum of Overdraft Fees that may be charged to other Business and Commercial Checking Account holders.)

Be aware that your item<sup>6</sup> may be presented multiple times. We do not monitor or control the number of times your transaction item is presented for payment. We may charge a fee EACH TIME the item is presented if the amount of money in your account is not sufficient to cover that item. **This may result in multiple fees being assessed for THE SAME ITEM.** We may charge you an Overdraft Fee (if we pay the item) AFTER we have charged you NSF Fee(s) (if we returned the item when it was presented for payment at an earlier time.)

An Overdraft Fee **WILL NOT be charged** under the following circumstances:

1. If your account balance at the end of the day is overdrawn by \$10 or less
2. If the item<sup>6</sup> being presented to your account is \$10 or less
3. On an everyday one-time debit card transaction or ATM withdrawal, if your available balance was sufficient at the time the transaction was authorized, even if your account balance is overdrawn at the time the transaction is presented for payment.
4. On an everyday one-time debit card transaction or ATM withdrawal **unless you have expressly opted-in to the FNB Full Overdraft Protection Service (Full ODP). If you have opted-in to Full ODP, you have agreed that Overdraft Fees will be charged to your account in exchange for payment of these items**

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<sup>1</sup> **AVAILABLE BALANCE** is defined as your Ledger (or Current) Balance plus or minus today's activity, minus holds for total of transactions that have not yet cleared (such as holds placed by merchants for one-time debit card purchases), and minus total of deposited checks that may have had Uncollected Funds Holds placed on them at the time of deposit.

<sup>2</sup> **Items that may be charged OD or NSF Returned items fees may include** checks, automatic bill payment, one-time ACH debit, recurring debit, ATM withdrawal, or everyday one-time debit card transaction.

**CARD ACTIVATION** – If your Card requires activation, you agree to make a reasonable effort to activate the Card immediately. Cards not activated promptly may be subject to cancellation. You also agree to promptly sign on the portion of the Card designated for this purpose.

**REFUSAL TO ACCEPT CARD** – We will not be responsible for the decision of any other entity or person to not accept the Card for payment or for the acts of others in processing or failing to process any Card transaction, whether valid or fraudulent, except as required by law.

## **VIRTUAL WALLETS.**

**Registering Eligible Cards.** You may register eligible First Northern Bank of Dixon Cards with compatible programs that allow Card transactions through a “Virtual Wallet” by following the instructions of the Virtual Wallet provider. Once registered, Virtual Wallet allows you to store virtual representations of credit and debit cards on your supported mobile device to make contactless payments at select merchants utilizing the merchant’s contactless terminal or in-app or other digital commerce payments at merchants participating in the Virtual Wallet service. We may require your accounts with us be in good standing to be eligible to maintain enrollment in a Virtual Wallet. The Virtual Wallet may not be accepted at all the places or merchants where your Card is currently accepted.

**Card Terms Continue to Apply.** The terms of this Agreement continue to apply when you add your Card to a Virtual Wallet. The Virtual Wallet simply provides another way for you to make purchases with the Card. Any applicable interest, fees, and charges that apply to your Card will also apply when you use the Virtual Wallet to access your Card. At this time, we do not charge you any additional fees for adding your Card to a Virtual Wallet or using a Virtual Wallet to pay for a transaction using your Card. Third parties such as wireless companies or data service providers may charge you fees for enrolling in and using a Virtual Wallet and you are responsible for any such wireless carrier data or usage fees incurred.

**Security.** You are responsible for keeping your Virtual Wallet login and credentials private and secure. After enrolling in a Virtual Wallet, you should secure your mobile device with the same care you would your Card, cash, checks and other personal identification numbers and passwords in order to avoid unauthorized use of your Card account(s). If you share your credentials with any other person, they may be able to use your mobile device and get access to your personal and payment information available through the Virtual Wallet service. You should call us and your Virtual Wallet provider immediately if you believe your mobile device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization.

**Bank Not Wallet Provider.** We are not the provider of the Virtual Wallet and we are not responsible for providing the Virtual Wallet service to you. Use of a Virtual Wallet involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. You should consider whether there is risk of loss or other problems that may result from wireless transmission or loss of the mobile device. Check with the Virtual Wallet provider and your wireless carrier for information about their privacy and security practices.

**Consent to Contact You Electronically and by Phone (including Mobile Calls and Texts).** You agree that we may use electronic and telephonic (including mobile calls) means to communicate with you regarding your use of the Card, including with regard to use of a Virtual Wallet. You further agree that we may present terms to you regarding Virtual Wallet access using your Card, by electronic agreements which may be provided to you through such things as hyperlinks or “click-through” agreements on our website, or through the Virtual Wallet interface or provider’s website. Your consent to or agreement with the electronic communication in these circumstances may occur by your clicking “agreed” or similar terms, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or as provided by law (subject to any limitations set forth in the communication). Your signature and agreement may be obtained electronically and includes mouse clicks, key strokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication.

**By accepting these terms you expressly authorize First Northern Bank of Dixon to send SMS text messages and emails to you regarding your accounts and financial transactions, in connection with your Virtual Wallet**

**access. We may send these messages to any mobile phone or email address we have in our records for you or your account. Message and data rates may apply.**

**Electronic Records, Documents and Signatures.** You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and electronically “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record or “signed” document which we provide to you containing your purported signature.

**Our limited liability.** We have no responsibility or liability for any loss, damage, function, malfunction, delay or other problem or claim directly or indirectly associated with the Virtual Wallet, including, but not limited to, the security, accuracy, legality, appropriateness, content, what information is collected or accessed, performance or non-performance of the Virtual Wallet, nor the actions of the Virtual Wallet provider or any other third party regarding any agreement you enter into with the Virtual Wallet provider or associated third party relationships that may impact your use of the Virtual Wallet. It is your responsibility to read and understand the terms and conditions of the Virtual Wallet before enrolling in, creating, activating or using your Card in a Virtual Wallet.

**To Remove Card From Virtual Wallet.** If at any time you wish to remove your Card from a Virtual Wallet, you will need to follow the process provided by the Virtual Wallet provider.

**TRANSACTION HOLDS** – When you use a Card to pay for goods and services, a hold will be placed on the Linked Account. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds may not be available for other account purposes, and we have the right to return checks or other items drawn against the Linked Account to maintain sufficient funds to pay for any previously authorized transactions. If other checks or transactions are returned due to the temporary hold, you agree to pay all applicable non-sufficient funds fees which you agree we may impose each time a check or other electronic transfer is presented, or re-presented for payment from your account. There is no limit on the frequency with which these transactions may be represented against your account for payment. Unless you have separately consented, for consumer accounts, we will not assess a fee or charge as a result of an overdraft created by paying a an ATM or one-time Debit Card transaction.

The hold will be released on or before the date that the Card transaction is settled through the applicable network, and you agree to maintain sufficient available funds on deposit in the affected account to cover all previously authorized transactions. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made.

In any event, when a previously authorized Card transaction is presented for payment and your balance does not include a sufficient available balance at the time of presentment, we will still pay (“force pay”) the transaction and you will not be charged an overdraft fee.

**SECURITY INTEREST** - Except to the extent prohibited by applicable law, you grant to us a security interest in all accounts of yours with us, and in all funds in such accounts, to secure your obligations to us under this Agreement.

**BUSINESS DAYS** - For the purpose of this Agreement, business days will be Monday through Friday, excluding federal holidays.

**ILLEGAL TRANSACTIONS** -You agree not to use your Card or any services provided under this Agreement for any illegal transactions, including transactions in violation of the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing Regulation GG. If we suspect that your transaction may be in violation of this Section, we may in our sole discretion block or delay a transaction to or from your account. We may also block or delay transactions that are reasonably determined by us to present security or fraud risks unacceptable to us. You agree that we may block or delay transactions under this Section without incurring any liability to you.

**FOREIGN CURRENCY TRANSACTIONS.** If a Card is used to conduct a transaction in a currency other than U.S. dollars, then the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its current policies and may impose fees or charges as part of this process. Mastercard and others may impose fees or charges and add them to the price of the conversion. The conversion rate may be different from the rate in effect on the date of the transaction or date posted on the Linked Account. You agree to pay the converted dollar amount to us. Mastercard's currency conversion procedure is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate that Mastercard uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate that Mastercard uses may be the rate for the applicable currency on the date that the transaction is processed (the Central Site Business Date). We may impose a charge equal to 1% of the transaction amount (including credits and reversals) for each transaction that you conduct outside the United States or in a foreign currency.

**TELEPHONE TRANSFER SERVICE** –You may use the telephone transfer service to: transfer funds between your eligible linked savings, checking and loan accounts; including loan payments and inquiries as to the status of your linked savings and loan accounts and recent transactions. By use of the telephone transfer service together with correct answers to your personal security questions or your personal identification number, you authorize us to transfer available funds between your eligible linked checking or savings accounts and linked credit or loan accounts with us in accordance with instructions given by you through the telephone transfer service. All telephone transfer service transactions are covered by our rules and regulations governing accounts, including the “Frequency Limitations” outlined above, applicable to savings and money market accounts. There is a service fee required to use the telephone transfer service. See Section entitled **Fees** for details. Transfers are subject to your Linked Account having sufficient available balances. Balance information may not reflect recent transactions and may include funds that are not available for immediate withdrawal.

## **DOCUMENTATION**

**Terminal Transfers** - You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or at point-of-sale terminals; however, receipts for transactions of \$15 or less may not always be available. All ATM transactions are subject to later verification by us.

**Preauthorized Credits** - 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 1-877-362-6000 to find out whether or not the deposit has been made.

**Periodic Statements** – You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

## **PREAUTHORIZED PAYMENTS**

**Right To Stop Payment And Procedures For Doing So** - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at:  
1-877-362-6000

or Write us at:  
First Northern Bank, Client Solutions, P.O. Box 547, Dixon, CA 95620

in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you the stop payment fee listed in the **Fee** section of this document.

**Notice Of Varying Amounts** - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. 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.

**Liability For Failure To Stop Payment Of Preauthorized Transfer(Applicable to Consumer Accounts Only) -**  
If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**CONSUMER LIABILITY (Applicable to Consumer Accounts Only) -** Tell us AT ONCE if you believe your Card or Personal Identification Number 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. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within 2 business days after you learn of the loss or theft of your Card or Personal Identification Number, you can lose no more than \$50 if someone used your Card or Personal Identification Number without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or Personal Identification Number, and we can prove we could have stopped someone from using your Card or Personal Identification Number without your permission if you had told us, you could lose as much as \$500. For unauthorized Debit Card transactions of individual California resident cardholders, your liability will continue to be limited to \$50, provided you comply with the 60 day notification period described in the following paragraph.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**MASTERCARD ZERO LIABILITY POLICY** – The following liability limit described (“Mastercard Zero Liability Policy”) only applies to the extent mandated by the Mastercard Rules in effect at the time of the subject transaction(s). If the Mastercard Zero Liability Policy applies, your liability for unauthorized use of your Debit Card will not exceed zero dollars (\$0.00), provided the following conditions have been met: (i) you have exercised reasonable care in safeguarding your Debit Card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft, you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you will be liable for transactions, including unauthorized transactions, to the extent otherwise provided in this Agreement. Not all Cards are covered by the Mastercard Zero Liability Policy. For example Cards issued to an entity other than a natural person or for a commercial purpose are excluded, except that the Mastercard Zero Liability Rule may apply to Cards issued for use by certain small businesses, as prescribed by Mastercard from time to time.

**CONTACT IN EVENT OF UNAUTHORIZED TRANSFER** - If you believe your Card or Personal Identification Card has been lost or stolen, call or write us at the phone number and address listed below.

Call us at:  
1-877-362-6000

or Write us at:  
First Northern Bank, Client Solutions, P.O. Box 547, Dixon, CA 95620

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.

**FINANCIAL INSTITUTION’S LIABILITY(Applicable to Consumer Accounts Only) -** 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. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- (2) If the transfer would go over the credit limit on your overdraft line;
- (3) If the automated teller machine where you are making the transfer does not have enough cash;
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;



(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or

(6) There may be other exceptions stated in our agreement with you.

**CONFIDENTIALITY** - We will disclose information to third parties about your account or the transfers you make:

(1) where it is necessary for completing transfers, 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) if you give us your written permission.

Refer to our privacy notice, applicable to consumer accounts for further details.

**CHANGE IN TERMS/TERMINATION OF SERVICE**-We may change the terms, terminate or suspend your use of some or all of our electronic fund transfer services at any time, with or without cause and without affecting your outstanding obligations herein. If you ask us to terminate your account or the use of any Card, you will remain liable for subsequent transactions performed by you or any authorized signer.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (Applicable to Consumer Accounts Only)** - Telephone us or Write us at

Call us at:  
1-877-362-6000

or Write us at:  
First Northern Bank, Client Solutions, P.O. Box 547, Dixon, CA 95620

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number;

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and

(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.

We will determine whether an error occurred 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 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 it takes us to complete our investigation. 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

**COMMERCIAL ACCOUNTS** – If the Card(s) are issued for other than personal, family or household purposes, neither the issuance, nor the use of the Cards will be governed by the Electronic Fund Transfer

**Act, whether or not notices or disclosures required by that federal law for consumer cards or accounts are furnished to you.** Use of your Card or PIN is controlled by you. All use of a Card or Service will be and will be deemed to be an act of and the responsibility of yours, whether or not the Card is or is not a valid Card. You assume any risk associated with disclosing Card or PIN information to others, including, but not limited to, risks of loss associated with theft or embezzlement. You are responsible for retrieving the Card from any Cardholder who leaves your company or who you no longer want to have and use a Card, and you will be responsible for all transactions consummated through the use of the Card before it has been retrieved and cancelled by Bank based upon your instructions to do so. You agree to review your statements promptly upon the earlier of receipt or availability and to notify us immediately if you know or suspect that any Card transaction is unauthorized or posted incorrectly. You shall be precluded from asserting any unauthorized use of a Card or other Card error reflected in a periodic statement if not asserted by you within 15 days following the earlier of our mailing of the statement or making the statement otherwise available, on which the unauthorized use (or series of uses) or other error is first reported. Except to the extent expressly provided herein, this section does not otherwise revise your obligation to review periodic statements, as provided in our deposit account agreement with you. In any event, unless your liability may be limited as described under the Mastercard Zero Liability Policy, you will be liable for all transactions made using a Service, a Card, PIN or Card number. You shall be responsible regardless of whether such transactions were effectuated: (a) by or on behalf of any authorized individual, or for any authorized purpose, or by an unauthorized person or in conflict with any of your established usage limitations; (b) using a valid PIN; or (c) in accordance with any rules or regulations of Mastercard, the Bank or any merchant. Without limiting the foregoing, you are responsible for any and all transactions of any type processed through an authorized system if we receive transaction data identifying a Card, PIN or other access device as one issued to you. Under no circumstances will we be liable for any special or consequential damages involving commercial accounts. The owners of commercial accounts assume sole responsibility for any unauthorized use of the account's Cards, and/or PIN, and/or any other access device or other electronic transaction, and shall indemnify, defend and hold us harmless from all claims, actions, proceedings, losses and damages related to or arising out of any transaction conducted by you or on your behalf, including any unauthorized transaction.

**TERMINATION** - You may terminate this Agreement upon 30 days written notification to us. Closure of a Linked Account will not terminate this Agreement or relieve you of your obligations regarding Cards associated with that Account. We reserve the right to terminate this Agreement or any Service immediately, with or without cause and with or without advance notice of such termination to you unless otherwise required by law. Any termination of this Agreement shall not affect any of your obligations arising prior to such termination.

**CHANGE IN TERMS** - We may add to, delete or otherwise change (collectively, "change") the terms of this Agreement from time to time by sending a written notice or an amended Agreement to the last address shown in our records for the corresponding Linked Account. Any such changes by us will be effective as of the day notice is sent, unless advance notice is required by law. Your continued use of the Services will be effective as your consent to the changes.

**MISCELLANEOUS** - In the event of a conflict between this Agreement and your deposit agreement with us, this Agreement will control with respect to transactions made with the Cards. This Agreement will be governed by the laws of the state of California (excluding choice of law principles), except to the extent preempted by federal law. Your obligations under this Agreement relating to transactions that occur before termination shall survive termination of this Agreement.

#### **ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.

3. Compare your records with the account statements you receive.
4. Don't lend your Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your Card or PIN over the telephone. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
11. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
12. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
13. We want our ATM and night deposit facilities to be safe and convenient for you. Therefore, please tell us if you know of any problem with our facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.