

Cardholder Agreement – For Consumers

This Cardholder Agreement (“Agreement”), the card carrier we send with your credit card, the accompanying Supplement (with the term “Interest Rate and Interest Charges” at the top of the document) covering your credit terms, the application or solicitation you signed or otherwise submitted, and any PIN mailer provided to you that contains your personal identification number (“PIN”), (collectively, the “Cardholder Documents”) govern the use of your OAK VALLEY COMMUNITY BANK Visa® credit card (“Card”) account (your “Account”). All of the Cardholder Documents are part of and are incorporated into this Agreement. By signing (including by any electronic or digital signature) your Card, your Account application, any accepted sales slip, or any other document in connection with the use of your Card or your Account, or by using your Card or otherwise authorizing the use of your Card, you agree to the terms and conditions of this Agreement. Please read this Agreement thoroughly and retain a copy for your records.

As used in this Agreement, the words “we”, “us”, “our”, and similar terms mean Oak Valley Community Bank, and all its respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, and directors (collectively, “Bank”). The words “you”, “yours”, and “Cardholder” mean all persons responsible for complying with this Agreement, including the applicant and any co-applicant who applied to open the Account and the person to whom we address Account Statements. As the person(s) that asked us to open the Account, you are the “Primary Cardholder,” and you will have an Account with us. You may request that we issue a Card to another person and, if we do, that person will be called an “Authorized

User” on your Account and the Card will be an “Additional Card.” These terms have the same meanings when used in monthly billing statements (“Statement”). Visa is a registered trademark of Visa International Service Association and is used by us pursuant to license.

This Agreement is governed by the substantive laws (excluding laws of conflict) and regulations of the United States (“federal law”), and the laws and regulations of the State of California, as applicable, and no matter where the Account is used. We reserve all our rights with respect to the preemptive effect of any applicable federal laws and/or regulations.

Use of the Card. You may use the Card to obtain legal goods and services from any person or establishment accepting the Card (“Purchase(s)”), to obtain non-purchase related transactions (“Cash Advance(s)”) from us up to the applicable limits on your Account and to take advantage of other features of the Card. As used in this Agreement, the term “Purchases” will include Purchases and Balance Transfers (a “Balance Transfer” is transfer of funds to another creditor initiated by us at your request which may include transaction fees and adjustments associated with any Balance Transfer), and the term “Cash Advances” will include (a) Cash Advances, (b) Convenience Checks (as used in this Agreement, the term “Convenience Check” means any check we provide to you for accessing your Account to obtain credit), (c) obtaining funds through an automated teller machine (ATM) or a financial institution, (d) purchasing a wire transfer, money order, foreign currency, travelers cheques, savings bonds, lottery tickets, gift cards or stored value load, (e) purchase of cryptocurrency, including, but not limited to Bitcoin (if permitted by the Bank, as discussed below), (f) using the

Card for gambling or wagering purposes (if the transaction is processed, as discussed below), or (g) engaging in another similar transaction. As used in this Agreement, all amounts charged (as described below), if any, or other fees, and any “Finance Charges” (as that term is defined in the paragraph below titled “Interest and Finance Charges”) imposed under the Agreement, will collectively be called “Charge(s)”. Charges include (but are not limited to) any Purchase, Balance Transfer, Cash Advance, and Convenience Check in which you have evidenced an intent to incur a Charge, regardless of whether you have signed a charge form.

You are responsible for paying all amounts charged to the Account. You agree to notify us at once if any Card or any Convenience Checks we may issue on your Account are lost or stolen, or if you suspect they are being used without your permission. You agree to take reasonable steps to prevent the unauthorized use of any Card, Convenience Checks and your Account. You agree to sign the Card immediately when you receive it. You agree to use the Account (including any Card and Convenience Checks) only for legal purchases of goods and services and not to use the Account, Cards and/or Convenience Checks for any unlawful purposes, including the purchase of goods or services prohibited by applicable laws or regulations. You expressly agree that Cards may not be used for illegal gambling or wagering purposes, whether online or otherwise (note that we may at any time decide in its sole discretion to prohibit Cards from being used for legal gambling, even if it is otherwise permitted by applicable law. If you or any Authorized Users do use your Cards for unlawful purposes, including, without limitation, illegal internet gambling, and /or for any purposes which we do not permit (such as, without limitation, any

gambling or wagering), you will be in default under this Agreement and we may (but are not obliged to) terminate your Account, but you still will be liable to us for all Charges relating to such transactions and all other transactions on your Account. You should not use the Card after the expiration date. Note that Cards may be used to purchase cryptocurrency (including, but not limited to, Bitcoin), but we may at any time in our sole discretion prohibit such purchases and the prohibition shall be effective with or without our giving notice to you of the prohibition. You must immediately return the Card to us or destroy it if we ask you to. If you want to cancel your Account or any Cards, you must contact us and destroy the applicable Card. We reserve the right to deny authorization for any requested Charge even if the transaction would not cause you to exceed your credit limit or your Account is not in default. You agree to use your Account for personal, family or household purposes and not to use your Account for business or commercial purposes.

We are not responsible for any losses you may incur if we do not authorize a requested Charge or if anyone refuses to accept your Card or any Convenience Check for any reason. You may obtain Cash Advances and Balance Transfers as permitted for your Account as described in this Agreement, but you may not use these to pay any amount you owe us or any of our affiliates or agents. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

Credit Line Maintenance: You agree to provide us with any information required by law or regulation, including information that may be required under the USA Patriot Act. Failure to do so may result in the suspension of charging privileges on your Account.

Transfers: You may not transfer or assign your Account, or any of your rights and obligations under this Agreement, to any other party. Any such transfer or assignment will be void.

Additional Cards: You, as the Primary Cardholder, are responsible for all Charges on your Account. Any Additional Cards may be canceled by you or by us. You agree to make sure that any Additional Cards issued on your Account are used in a manner consistent with this Agreement. You also authorize us to discuss your Account with Authorized Users in the course of maintaining your Account. If you want to end an Authorized User's privilege to use your Account, you must recover and destroy that person's Card and promptly notify us by calling the "Contact Us" number provided on your Statement. You will continue to be liable for any Charges made, even if you have advised us of your wish to cancel that person's Card privileges, unless you tell us to cancel all Cards and establish a new Account for you or you report the Card as lost or stolen. You agree to notify each Authorized User that they are subject to all applicable sections of this Agreement.

Promise to Pay: You promise to pay us for all amounts charged to the Account, including all transactions, Finance Charges, fees and charges charged to your Account. You are obligated to repay us for all transactions made using your Card by people you have authorized to use the Card even if their use of the Card exceeds the authorization which you gave them.

Credit Limit: The Credit Limit is the maximum amount of credit available on your Account. We have provided you a separate written notice stating the applicable Credit Limit(s) on your Account. In addition, your Statements will show the amount of credit available to

you for Purchases, Balance Transfers and Cash Advances and the **ANNUAL PERCENTAGE RATES** (APRs) for Purchases, Balance Transfers and Cash Advances, as of the Statement date. Cash Advances are limited to 25% of your available Credit Limit. You agree not to use the Account in any way that would make the unpaid balance of your Account exceed the applicable Credit Limit. We are not obligated to honor any Card transaction that would cause the unpaid balance of your Account to exceed applicable Credit Limits ("Over Limit Transactions"). However, if we, in our discretion, honor any Over Limit Transaction, you agree to promptly pay the amount more than the applicable Credit Limit. At our discretion, and subject to applicable law, we may increase, reduce your Credit Limit or the Balance Transfer or Cash Advance portions of your Credit Limit or cancel your Credit Limit, at any time. A change to your Credit Limit or any portion thereof does not affect your obligation to pay us.

Promotional Offers: At our discretion, we may offer you a promotional **ANNUAL PERCENTAGE RATE** for all or a part of any balances or for certain types of transactions. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate, the corresponding periodic rates, and the period of time during which it will be in effect will appear on the Supplement or be included on a promotional letter. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

Renewal of Cards and Cancellation: The Card will be valid until the expiration date embossed on the Card. We will issue you renewal or replacement Cards before the current Card expires unless your Account is cancelled by you or by us or your Account is not in Good Standing at the time of such expiration. Your

Account is in “Good Standing” if it is an open and active account with no holds or blocks present on the account.

Liability for Charges: You may use the Card to obtain Purchases, Balance Transfers and Cash Advances up to the applicable credit limits on your Account. You are liable to us for all Charges you make, and all Charges made by holders of any Cards and Additional Cards issued on your Account. Authorized Users using a Primary Cardholder’s Account are not liable for obligations incurred by the Primary Cardholder or by other Authorized Users.

Availability Hold: We may, at our discretion, withhold a portion of the available credit on your Account up to the amount of any payments to assure that the payment is honored.

Monthly Statement – Total Minimum Payment: Each billing cycle you must pay at least the “Minimum Payment Due” (this is the minimum payment you must make as shown on your Statements) by the “Payment Due Date” (this is the date that the payment is due as shown on your Statements). The Minimum Payment Due is calculated by taking the largest of the following and then adding the greater of any amount that is past due or any amount in excess of your credit limit:

1. The “New Balance” (this is the total unpaid balance of your Account on the last day of the billing cycle) on the Statement if it is less than \$25;
2. \$25 if the New Balance is at least \$25;
or
3. 2.5% of the New Balance (which calculation is rounded down to the nearest dollar).

However, the Minimum Payment Due will never exceed your New Balance. You may at

any time pay more than the Minimum Payment Due up to the full unpaid balance without any extra charge.

How to make payments: Make your payment by check, online, money order or similar instrument in U.S. dollars as indicated on the Statements. If you write a check, the check must be from a financial institution in the United States. Do not send us cash. You may not use a Convenience Check drawn on an Account issued by us to pay us. Mail your payment to the address on your Statement or deliver it in person to a Qualifying Branch (see In-Branch Payments paragraph below). With your payment, include your payment coupon, which is a part of your Statement. If you do not include your payment coupon, we may delay crediting the payment to your Account. A “Late Payment Fee” (as listed in the Supplement) and additional interest may be charged if your payment is delayed. Other payment options may be available. Please call us at the “Contact Us” number provided on your Statement or refer to your Statement for instructions.

We won’t treat credits made on your Account, including credits from merchants or some credits made by person- to-person money transfers, as payments on your Account, and such credits may not be applied towards reducing your Minimum Payment Due. You cannot use gift cards, gift certificates, electronic certificates or similar instruments purchased by you or anyone else with an Oak Valley Community Bank credit card to make a payment on your Account.

When we credit payments and how we apply payments: If we receive your payment by mail or online by 5:00 p.m. Eastern Standard Time (2:00 p.m. Pacific Standard Time) on any business day, we will credit the payment to your

Account as of that day. Otherwise, we will credit the payment on the next business day. If you make a payment at any location other than the address on your Statement or a Qualifying Branch (see In-Branch Payments paragraph below), we may delay crediting that payment. We may use payments up to the required Minimum Payment Due to pay down the balances of your Account in any order we decide. This may include paying balances subject to lower rates of Interest before balances subject to higher rates. For any payment amount over the Minimum Payment Due we will allocate such amounts to pay balances subject to higher rates of Interest before paying balances subject to lower rates.

If your payment is returned as unacceptable for any reason, we may post a transaction to your Account in an amount equal to the credit we previously gave for the payment, and we may charge a Penalty Fee and Interest on this amount from the date your Account originally was credited for the payment. **You may also lose any Promotional or Introductory Rates.**

In-Branch payments: If you have an Oak Valley Community Bank branded card, you may deliver your payment during normal business hours to a Customer Service Representative at any Bank branch identified by the Oak Valley Community Bank or Eastern Sierra Community Bank name, brand or logo (“Qualifying Branch”). We will credit such payments on the day we receive them.

Interest and Finance Charges: We will calculate Interest on your Account each cycle by multiplying a daily Periodic Rate (as described in paragraph below titled “Periodic Rates”) by the balance subject to the interest rate of your Account (“Interest”) as calculated and described in the “How We Will Calculate Your

Balance” and “How We Calculate Your Variable Annual Percentage Rate” paragraphs below. The Interest assessed on Charges is referred to as “Finance Charges”. Finance Charges also include the Transaction Fees described in the “Transaction Fees” paragraph below.

How to Avoid Paying Finance Charges:

Grace Period: A grace period is the period between the end of a billing cycle and the date your payment is due during which credit extended may be repaid without incurring Interest. During this period, you may not be charged Interest as long as you pay your balance in full by the due date.

Grace Period for Purchases and Balance Transfers: Your Payment Due Date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases or Balance Transfers if you pay your entire balance in full by the Payment Due Date of each month. If you do not, you will accrue Interest on all Purchases and Balance Transfers from the date the Purchase or Balance Transfer is posted to your Account.

If you are not carrying a balance from the prior billing cycle, then you can avoid paying interest on new Purchases or Balance Transfers if you pay your balance in full by the Payment Due Date. If you do not pay your balance in full by the Payment Due Date, you will be charged interest on the unpaid portion of the balance. You will also be charged interest on Purchases and Balance Transfers in the new billing cycle starting on the date each Purchase or Balance Transfer is made.

Grace Period for Cash Advances (including Convenience Checks and other charges as defined above): On Cash Advances there

is no grace period, and Interest on Cash Advances is always assessed from the day of the Cash Advance transaction until the day we receive payment in full of all outstanding Cash Advances.

How We Will Calculate Your Balance: We use a method called Average Daily Balance (including new transactions) to calculate the balance on your Account subject to Interest. The balance subject to Interest is the average daily balance of your Account. We calculate the average daily balance on your Account in three categories: (1) Purchases, (2) Balance Transfers, and (3) Cash Advances. To get the average daily balance for each category, we take the beginning balance of your Account for that category each day. We then add any new transactions in that category, which may include fees and Interest. We then subtract any new payments or credits. This gives us the daily balance for each category. We then add up all the daily balances for each category for the billing cycle. We then divide the total for each category by the number of days in the billing cycle. This gives us the Average Daily Balance for Purchases, the Average Daily Balance for Balance Transfers, and the Average Daily Balance for Cash Advances.

How We Calculate Your Variable Annual Percentage Rates: We calculate variable annual percentage rates (APRs) by adding an index (the “Index Rate”) plus a margin or a spread (the “Margin”). The current Index Rate is the highest U.S. Prime Rate published in The Wall Street Journal “money rates” section on the last publication day of each month. Upon an increase or decrease in the variable APR due to a decrease or increase in the Index Rate, the change in the APR will be effective as of the first day of the billing period in which the decrease or increase of the Index Rate

occurred (the “APR Change Effective Date”) which means it may be applied retroactively. When the variable APR changes, beginning on the APR Change Effective Date the new rate will apply to Interest calculations for both new transactions and existing balances. We reserve the right to choose a comparable new index as the Index Rate if The Wall Street Journal ceases to publish a Prime Rate, and to adjust the applicable Margins in an amount determined by the Bank in its sole discretion to compensate for any apparent differences between the old Index Rate and the new Index Rate. We will tell you what new Index Rate, and Margins (if applicable), we pick. If the Index Rate changes, your variable APR may change. For example, the Finance Charge may increase if the Index Rate increases. If any variable APR increases, the amount of Interest and the Minimum Payment Due may increase.

Periodic Rates: We will use one or more Periodic Rates to determine how much Interest you owe. The “Periodic Rate” is the variable APR divided by 365. The Supplement shows the Periodic Rates and APRs that apply to your Account. Different Margins may apply to different categories of transactions which may result in different Periodic Rates and APRs for each category of transactions. For example, we may give you one Margin for Purchases, a different Margin for Cash Advances and a different Margin for Balance Transfers. We will print the Margins (and corresponding APRs and Periodic Rates) for your Account on the Supplement provided with this Agreement.

Fees Shown on Supplement: If a fee applies to your Account, we will print the amount of the fee on the Supplement. We may change these fees from time to time, and if we do, we will provide you with notice of any such change.

1. **Transaction Fees (as described further below)**

- a. A Cash Advance Fee for each Cash Advance.
- b. A Balance Transfer Fee for each Balance Transfer; and
- c. A Foreign Transaction Fee for any transaction you make outside the United States (except Puerto Rico or the U.S. Virgin Islands).

2. **Penalty Fees**

- a. A Late Payment Fee if we do not receive at least the Minimum Payment Due by the Payment Due Date. The Late Payment Fee that applies to your Account is the amount printed on the Supplement; and
- b. A Returned Payment Fee if the payment you make is returned for any reason. The Returned Payment Fee that applies to your Account is the amount printed on the Supplement.

Expedited Delivery Fee: You agree to pay an Expedited Delivery Fee in the amount of \$25.00 if you request that we expedite a new card to you or any Authorized User. We may change this fee by giving you notice of the change.

TRANSACTION FEES:

Transaction Fee for Cash Advances: For each Cash Advance, we add an additional Cash Advance Fee of either the dollar amount or percentage of the U.S. dollar amount of the Cash Advance, whichever is greater, as described in your Supplement. There is no maximum Cash Advance Fee. The Cash Advance Fee is a FINANCE CHARGE. This Cash Advance Fee may cause the ANNUAL PERCENTAGE RATE on the billing Statement on which the Cash Advance first appears to increase.

Transaction Fee for Charges Made in Foreign Countries: If you incur a Charge in a foreign currency or foreign countries, it may be converted into U.S. dollars. If the foreign currency is converted into U.S. dollars, the exchange rate used to convert the currency used in an international transaction into the billing currency shall, in each instance, be a rate selected by Visa®. The conversion may occur after the transaction date, and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to us in U.S. dollars. In addition, you agree to pay a Foreign Transaction Fee as described in your Supplement of the U.S. dollar amount of each transaction made in a foreign currency, in U.S. dollars outside the U.S., or (whether in a foreign currency or in U.S. dollars) with a foreign merchant. The Foreign Transaction Fee is a **FINANCE CHARGE**. This Foreign Transaction Fee may cause the **ANNUAL PERCENTAGE RATE** on the billing Statement on which the Charge made in a foreign currency first appears to increase.

Transaction Fee for Balance Transfers: For each Balance Transfer, we will add a Balance Transfer Fee of the dollar amount or percentage of the U.S. dollar amount of the Balance Transfer, as described in the Supplement. There is no maximum Balance Transfer Fee. The Balance Transfer Fee is a **FINANCE CHARGE**. The Balance Transfer Fee may cause the **ANNUAL PERCENTAGE RATE** on the billing Statement on which the Balance Transfer first appears to increase.

Authorization of Transactions: We are not responsible (a) if a merchant or financial institution does not honor any Card or Convenience Check, or (b) for goods or services purchased by using the Account, except to the extent required by applicable law.

Although there may be credit available on the Account, we may be unable to authorize credit for a particular transaction because of operational difficulties or mistakes. The number of transactions any Cardholder may make in one day may be limited since we may limit the number of authorizations that may be given. We reserve the right to limit the amount and number of transactions we will authorize per day. From time to time the number or amount of allowable authorizations per day may vary. These restrictions are for security reasons. As a result, we cannot explain the details of how this system works. Neither we nor our agents will be responsible if authorization for a particular transaction is not given. If any Cardholder exceeds the Credit Limit or Cash Limit, or if the Account is past due, authorization for transactions may be declined.

Default: Subject to applicable law, we may consider your Account to be in default at any time if you fail to pay us any payment when it is due; if you attempt to exceed or exceed the applicable credit limits on your Account; if your payment is returned, rejected, or not paid by your bank or financial institution, or if your payment cannot be processed; if you die or become legally incapacitated; if any government authority takes action that Bank believes adversely affects your financial condition or ability to repay the debt or we have any other reason to believe you may not be able to meet your obligations to us; if you enter a hardship or workout program; if we determine that you have made any false, incomplete or misleading statement to us; if you breach any other promise or obligation under this Agreement or any other agreement with us or our affiliates; or if we have any reason to believe you may not be creditworthy. Upon your default and subject to any limitations or requirements of applicable law, you agree to pay all other reasonable costs,

including reasonable attorney's fees, incurred by us in collecting the balance due, including Finance Charges, if any, whether suit is brought against you, and in protecting ourselves from any harm that we may suffer as a result of your default, or nonuse of your Card. We may also, upon your default, and subject to applicable law, declare the entire amount of your obligations to us immediately due and payable and suspend or cancel your Account privileges.

Delinquency Assessments: Your Account may be considered delinquent if you fail to pay us at least the Total Minimum Payment due by the Payment Due Date shown on each monthly Statement. If your Account remains delinquent at the Statement closing date, subject to applicable law, we will add a Late Payment Fee as described above.

Suspension/Cancellation: In addition to any of the actions we may take under this Agreement, we may suspend or cancel your Account privileges at our sole option at any time, subject to applicable law, with or without cause and without giving you notice, including but not limited to a situation in which (1) you cease to be an account holder in good standing with respect to any other accounts you may have with the Bank, (2) you are in default, or (3) you stop using your Account. Any such action on our part will not cancel your obligations to pay us the outstanding balance, Finance Charges, and other charges due on your Account under the terms of the Agreement in effect at the time of the cancellation or suspension of your Account or as subsequently amended. You agree to pay us all such obligations despite any suspension or cancellation of your Account.

Liability for Unauthorized Use: If you notice the loss or theft of any Card or a possible unauthorized use of any Card, call us immediately at

the Lost or Stolen telephone number on your Statement. “Unauthorized Use” is any use by an individual other than an Authorized User who does not have actual, implied, or apparent authority for such use, and from which you received no benefit. You will not be liable for any unauthorized use after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. Such liability is limited to \$50 or any lesser amount that is incurred before you notify us of the suspected or actual unauthorized use, except as provided below under Visa’s zero liability policy, if applicable. Refer to the Visa Zero Liability Policy provision below.

Visa Zero Liability Policy: If a Card is used in a Visa® network transaction, then special lower liability limits may apply. Visa’s zero liability policy does not apply to transactions not processed by Visa®. In addition, the Visa zero liability policy described in this subsection does not apply to any transaction not otherwise subject to Visa’s zero liability policy as set forth in the Visa® operating regulations, as amended from time to time (the “Visa Regulations”). Under Visa’s zero liability policy, your liability for unauthorized transactions conducted using your Cards that are processed through a Visa® network will be zero dollars (\$0.00). However, if we find, based on substantial evidence, that you or a Cardholder has been negligent or fraudulent in the handling of the Account or a Card, you may be liable for unauthorized transactions to the fullest extent otherwise allowed under this Agreement or applicable law. Without limiting the foregoing, the Visa zero liability policy for unauthorized transactions also may not apply if: (i) your notification of unauthorized Visa® network transactions is not received by us within 60 calendar days of our mailing or otherwise making available (whichever occurs first) the

first Statement showing any unauthorized Visa transactions; (ii) the transaction was otherwise authorized; (iii) the transaction was not a Visa network transaction; or (iv) you request a Balance Transfer for any amount that is or may be subject to a dispute between you and any other financial institution or creditor and we honor such Balance Transfer. While investigating a claim of unauthorized use, we may provide you with provisional credit for those transactions as required under applicable laws or regulations, or the Visa Regulations. However, we may withhold provisional credit, to the extent allowed under law, if we determine that the circumstances or Account history warrant the delay.

Without limiting foregoing to the extent applicable, we will not be liable for failure to detect or prevent any unauthorized use of a Card, Account, or for invalid transactions using fraudulent Cards. Bank will not be responsible for monitoring Card use or usage patterns. BANK WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING UNDER ANY CLAIM IN CONTRACT OR TORT OR OTHERWISE, EVEN IF BANK OR ITS AGENTS MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Rules for Convenience Checks: You may request a stop payment on a Convenience Check by providing us with the access check number, dollar amount, and payee exactly as they appear on the Convenience Check. Oral and written stop payment requests on a Convenience Check are effective for six months from the day that we place the stop payment.

You may not issue a postdated Convenience Check on your Account. If you do postdate a Convenience Check, we may elect to honor it upon presentment or return it unpaid to the

person that presented it to us for payment, without in either case waiting for the date shown on the Convenience Check. We are not liable to you for any loss or expense arising out of the action we elect to take.

Rewards: Your Account may provide you with the opportunity to earn rewards. If it does, you will find your rewards information and terms on our website at www.ovcb.com/creditcards. If you default, as per the conditions listed above, the Bank has the right to forfeit your rewards earned and the ability to earn future rewards.

Waiver: Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion.

Consumer Reports: You authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports, consumer reporting agencies and other sources. We may ask consumer reporting agencies for consumer reports of your credit history. Upon request and as otherwise required by applicable law, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. **We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.** If we determine that your Account is past due, adverse credit information may also appear on the consumer reports of any Authorized Users on your Account.

If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, write to

us at OAK VALLEY COMMUNITY BANK., P.O. Box 98, Oakdale, CA 95361. Please include your name, address, phone number and Account number, and explain what you believe is inaccurate or incomplete.

Telephone Monitoring: You authorize us (but we are not obligated) to monitor, record electronically and retain telephone conversations and electronic communications between you (or Authorized Users) and us. Accordingly, you agree on behalf of yourself and Authorized Users that we may monitor and record your telephone and electronic communications in connection with your Account or the Cards at any time. Unless required by applicable law, we may monitor and record these communications without further notice. You agree that we may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Agreement, and you hereby acknowledge the validity and enforceability of such telephonic or electronic recordings.

Consent to Receive Communications: Unless expressly prohibited by law, you expressly agree and consent that we may contact you using an automatic telephone dialing system, pre-recorded voice, voicemail or messaging service, text messaging, email messaging or otherwise and leave you voice, prerecorded or artificial voice ("PAV") messages or send you text messages, emails or other electronic messages for any purposes, including the servicing and/or collecting of your account, to offer you products and services that may be of interest to you, and for any other informational or marketing purposes. You agree that we may contact you at any telephone number, including, but not limited to your home telephone number, and cellular telephone number; any email address; or using any other contact

information that you provide to us at any time whether in connection with the opening of your account or thereafter. You agree to notify us promptly if any of your contact information changes and only give us telephone numbers and email addresses that belong to you and at which you may be contacted.

You agree that this consent is valid regardless of whether the number we use to contact you is assigned to any service for which you may be charged for the call, text message(s), or other communications.

You agree that you are not required to provide this consent as a condition to receiving any product or service from us and acknowledge that you have the right to revoke (or opt out as provided below) this consent or change or remove any of the telephone numbers or email addresses at any time by contacting us at the number on your Statement or by any other reasonable means.

Right to Opt-Out.

You may opt-out of autodialed, PAV calls or text messages from us at any time. When receiving a PAV call there will be prompts to opt out of future PAV calls, and you may choose to follow the prompts to complete the opt out. You may also opt-out of receiving text messages from us, subject to applicable law. To opt-out of text messages, reply STOP to any text message you receive. For help, text HELP. You acknowledge and agree that you may receive a text message confirming your opt-out.

Mobile Devices: You or an Authorized User may choose to load your Account information and/or Card into a third-party app on a smart phone or other electronic device, such as through a mobile wallet, which may be used to make Charges without presenting a Card

("Device"). You agree that any such Charges using your Card or Account made through such a Device are covered by this Agreement. You further acknowledge and agree that we have no control over the Device and cannot guarantee or warrant its performance.

You should protect the security of the Device in the same manner and with the same degree of care as you protect your Account, Card or any other valuable information. You agree to be solely responsible for any fees or charges related to such a transaction made through the Device such as mobile carrier fees or messaging charges. We may, at any time, in our sole discretion, partially or fully restrict your ability to make Charges through such a Device. You agree to notify us promptly if you remove your Account or Card information from any such Device.

Benefits and Services: We reserve the right to add, modify, or delete any benefit or service offered with the Card at any time without notice to you unless otherwise required by applicable law.

Change of Billing Address – Notices: You must notify us immediately of any change in your billing address. Any notice given by us shall be deemed to be given when deposited in the United States Mail, postage prepaid, addressed to you at the latest billing address shown on our records.

Change of Rates, Fees, Terms – Assignment: We may assign or transfer Card accounts, including, your Account, this Agreement, or our rights and obligations under your Account or this Agreement, to our affiliates or to some other financial institution at any time. Subject to applicable law, the person or entity to whom we make any such sale, assignment or transfer is entitled to all our rights under this

Agreement, to the extent sold, assigned or transferred. We may also change the rates, fees, and terms of this Agreement at any time, in accordance with applicable law. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise in our discretion. If you choose not to accept those changes, you may terminate this Agreement by notifying us in writing. However, your Account will be closed, and you will remain responsible for all Charges made before you terminated the Agreement.

Revocation and Voluntary Cancellation: We can revoke your right to use the Card, or terminate your Account, at any time and for any reason, subject to applicable law. We can do this whether you have violated this Agreement and without giving you notice. If we revoke the Card, you must return the Card to us if we request. Also, if a merchant that accepts cards asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or after it has been revoked. If the Account is terminated you will still be liable to us for all Charges and all other transactions on your Account, and Finance Charges will continue to accrue as provided in this Agreement.

Severability: If any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law. If any part of this Agreement is determined by a court of valid jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

Interest Rate Limitation. If, at any time and for any reason whatsoever, the interest rate payment hereunder shall exceed the maximum

rate of interest permitted to be charged by the Bank under applicable law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable law. Without limiting the foregoing, you will not be held liable for fees and charges greater than any maximum allowed under applicable law.

Your Rights Under the Military Lending Act:

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear the Military Lending Act Information, call 1-866-844-7500.

Entire Agreement: You acknowledge that this Agreement, as amended (including all “Cardholder Documents”) constitutes the entire agreement between you and us with respect to the Account and the Card, and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card. If we offer or provide rewards in connection with the Account, the disclosures relating to such rewards are separate and not part of this Agreement.

Billing Rights: Information on your rights to dispute transaction and how to exercise those rights is provided below in the “Billing Rights Summary.”

Billing Rights Summary

Your Billing Rights - Keep This Document for Future Use.

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement.

If you think there is an error on your Statement, write to us at the address shown on your Statement. In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 business days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter. When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- ***If we made a mistake:*** You will not have to pay the amount in question, or any interest or other fees related to that amount.
- ***If we do not believe there was a mistake:*** You will have to pay the amount in question, along with applicable interest and fees. We will send you a Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you

are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases.

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used you credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address listed on your Statement. While we investigate, the same rules apply to the disputed amount as discussed above.

After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and do not pay, we may report you as delinquent.

State Laws Require the Following Notices:

California Residents: After credit approval, each applicant shall have the right to use this account to the extent of any limit set by the creditor and each applicant may be liable for all amounts extended under this account to any joint applicant.

Authorization: You expressly authorize your wireless carrier (AT&T, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to Bank and its third-party service providers your mobile number, network status, customer type, customer's role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the relationship.

Privacy of Information: Please refer to our Privacy Policy and our California Privacy Policy for information about the Bank's privacy practices.

Unauthorized Use of Your Account: Please notify us immediately at the phone number listed on your Statement of the loss or theft of your Card or Convenience Checks or of any other possible unauthorized use of your Account.