



Online Banking, Online Bill Payment, or Telebank Application

How to Apply

To be activated for **Online Banking, Online Bill Payment, or Telebank** please complete this application form. (You may complete the form on the screen and print it **OR** print the blank form and complete it by hand.) Then, please SIGN and TAKE this application to your nearest branch, or MAIL it to:

Heritage Bank of Nevada
Attention: Deposit Operations
P.O. Box 11920
Reno, NV 89520

Upon verification of your application and activation of your service, you will be sent an email from Heritage Bank of Nevada notifying you of your password and log-on procedures.

Primary Account No. (preferably Checking)

Applicant's Full Name:

Street Address

City/State/Zip

Telephone Number:

Fax Number:

E-mail Address (required):

I understand that you will email my log-in information to the email address listed above.

Authorized Signature

Today's Date (mm/dd/yy)

Any and all information you provide to us will be confidential and for Heritage Bank of Nevada' use **only**. When you first access our system, you will asked to acknowledge agreement with the **Heritage Bank of Nevada Online Banking Agreement**.

BANK USE ONLY

Banking Center:

Date Received:

Received by:

Date Verified:

Date Activated:

Date Letter Sent:

Customer Password:

Maintenance by:

HERITAGE BANK OF NEVADA

INTERNET BANKING AGREEMENT & DISCLOSURE

Each time you access your account(s) through this website you agree to be bound by all the terms and conditions of this Heritage Bank of Nevada ("HBN") Internet Banking Agreement & Disclosure ("Agreement"), as it may be periodically amended. We are providing this Agreement in electronic form. By using the Internet Banking Services described below you agree to accept the Agreement in that form and to accept changes as they may periodically be made.

THIS IS OUR LEGAL AGREEMENT WITH YOU THAT GOVERNS YOUR USE OF THESE INTERNET BANKING SERVICES. PLEASE READ IT CAREFULLY.

1. This Agreement explains the terms, conditions, restrictions and liability governing the use of our internet banking services (the "Internet Banking Services"). By using any of the Internet Banking Services, you agree to abide by the terms, conditions, restrictions and liability of this Agreement as well as the additional terms and conditions contained within the Deposit Account Agreement & Disclosure ("Deposit Agreement") you received at the time you opened your account(s) that are associated with the use of the Internet Banking Services. Should there be any conflict between this Agreement and the Deposit Agreement with regard to the Internet Banking Services, this Agreement shall control. A current copy of the Deposit Agreement may be obtained at any branch of HBN. The account(s) that may be accessed via Internet Banking Services include only accounts maintained with HBN. By accessing the Internet Banking Services you agree to abide by the terms and conditions of this Agreement. This Agreement will be additionally governed by and interpreted in accordance with all applicable federal laws, rules and regulations. To the extent there is no applicable federal law, rule or regulation, this Agreement will be governed by and interpreted in accordance with the laws of the State of Nevada. The terms "you", "your" or "I" refers to each person who opens or those individuals authorized to use any account at HBN and any person(s) who have been given a password or Personal Identification Number (PIN) chosen by the customer that are accessible through this Agreement. The terms "we", "our" or "bank" shall refer to HBN. The term "business day" means all days except Saturday, Sunday, and all banking holidays, whether recognized by Federal laws or the laws of any State in which HBN operates.

2. All Internet Banking Services offered by HBN are governed by this Agreement as well as any applicable Federal regulatory disclosures, the Deposit Agreement & Disclosures of HBN, or any other supplementary agreement(s) for specific Internet Banking Services such as Cash Management or ACH. All applicable fee schedules published by HBN from time to time will apply, to the extent applicable, to Internet Banking Services. You are responsible for the payment of any fees incurred by you on any account(s) when using the Internet Banking Services. For each applicable fee-generating service you authorize HBN to deduct said fee(s) from any applicable account(s).

3. We reserve the right to amend or cancel any of the provisions of this Internet Banking Agreement, including changes to any fees, costs or assessments. We may amend or cancel any provision or charge by disclosing the change electronically, and, at our option, by sending you notification in addition thereto. We will provide notice of thirty (30) days of any changes (or such lesser period as may be allowed by applicable law) unless an immediate change is necessary to maintain the security of the system. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the accounts or services to which these changes relate, at your option. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations although we are not bound to do so.

4. To access your account(s) through HBN's Internet Banking, you must have one or more eligible HBN account(s), an authorized Internet Banking password (sometimes referred to as a "PIN" or Personal Identification Number). Take great precaution to protect your temporary and all subsequent password(s) you have selected. Never leave a computer unattended while online or send your passwords or any other confidential information over any public or general e-mail system. Do not share or disclose any part of your passwords to anyone. Anyone to whom you have given your password or PIN or provided access to your password or PIN, will have full access to your account information and will be able to process the same transactions you can, and the Bank expressly disclaims and is expressly not responsible for any activity conducted by these parties, whether known to you or not. We are entitled to act on instructions received under your account as if made by you with your consent. For security purposes, it is recommended that you memorize your Internet Banking password(s) and do not write them down. You are responsible for keeping your passwords and account data confidential. If your password is ever lost, stolen or you believe someone has used it or has obtained access to it without your authorization, you must immediately contact us at (775) 348-1000 during normal business hours, which are Monday through Friday 8:00 am to 5:00 pm (Pacific Time), not including bank holidays. Using a general e-mail service or other electronic means does not constitute proper or timely notification to the Bank.

4. In addition, to access your account(s) through HBN's Internet Banking you must have the required hardware and software. Without current, compatible hardware and software, the Internet Banking Services may not perform correctly and your transactions may not be secure. Further, you agree to be solely responsible and provide at your own cost all hardware, software, telephone access/connections and other access equipment necessary to provide continuous, uninterrupted access to the Internet Banking Services. Any software conflicts, hardware failures, interruptions, power surges and connection problems will be your full responsibility to correct and we will not be responsible or liable for any such event. Internet Banking Services requires you subscribe and provide (at your sole cost and expense) any data or telephone lines that allow Internet access, whether that access be by ISP dial-up, cable modem, DSL, satellite or otherwise. HBN Internet Banking does not provide security services, so-called 'virus' checking, so-called 'spyware' checking or any other safeguards or controls as to the equipment, access devices, software and/or dial-up or cable lines you use to access Internet Banking Services. We do not and cannot provide guarantees against interception of electronic requests or so-called 'phishing' attempts. You must exercise sound judgment and provide all of those safeguards and controls, if desired. Except as specifically provided in this Agreement or where applicable law requires a different standard, you agree that neither we nor any service providers we utilize shall be responsible for any direct or indirect, consequential, special, economic, exemplary or other loss, property damage or bodily injury, whether caused by us, hardware, equipment, software (including any version of Internet browsers), by Internet service providers or by an agent or subcontractor of any of the foregoing. Nor shall HBN, its affiliated companies, parent company, officers, directors, employees, vendors, agents or contractors be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, updating, use or maintenance of the hardware, equipment, software, or this website whether directly or indirectly arising from or related to the Internet Banking Services.

5. I agree that my use of the Internet Banking Services will confirm that I have read, fully understood (after being provided an opportunity to ask questions) and fully accepted this Agreement, as may be amended periodically. My initial use and each subsequent use of any Internet Banking Services in connection with my account(s) at HBN shall constitute my/our initial and continuous acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Agreement and any other agreement or disclosure related to the accounts or services being accessed through this Agreement. I agree that HBN may provide this agreement and disclosure, as well as amendments, notices and other communications to me by electronic methods and HBN may use any reasonable method to obtain my acceptance of any electronic disclosure, including reliance upon any sign-on button utilized to log on to the system, a digital signature or e-sign agreement, or clickable acceptance button. I agree to carefully review each disclosure, notice or other item before agreeing to accept or approve of that item or action related to that item. I will not agree to any disclosure or notice I/we do not understand. My initial and continued use of the Internet Banking Services following any electronic disclosure shall be conclusive evidence of my/our unconditional acceptance of the Internet Banking Services as it exists as of that time and ratification of all prior use engaged in previous thereto, including all amendments.

6. HBN may, from time to time, introduce additional services, improvements to existing services, modify or replace its Internet Banking Services. HBN may periodically notify me of my opportunity to use said new or additional services or make them available when I use the Internet Services. By accessing and utilizing any new or additional services as they become available, I agree to be bound by the terms, conditions and disclosures contained in this Internet Banking Agreement as to said new and/or additional services.

7. As stated above, I understand that upon my first time sign on to Internet Banking Services I will be asked to change my temporary password. I understand that my password and my PIN provide unrestricted access to transfer funds from my account, as well as perform other types of transactions on my account, and each password and/or PIN must be safeguarded. As stated below, I agree to promptly notify HBN in writing if any password, or PIN is provided to or obtained by any unauthorized person (even if I only suspect it has) or has been lost or stolen. Until I have notified HBN in writing of such event, I authorize HBN and its agents to follow each instruction transmitted by use of my password or PIN, and I agree to be fully bound thereby. HBN assumes all transactions authorized by my password or PIN is authorized. If accessing an account, I certify that I am authorized to access the account and to use the password or PIN associated with those account(s). I agree that I will not, under any circumstances, disclose or make available my password or PIN to any unauthorized person. I acknowledge that I should not provide a non-officer employee, vendor, contractor or agent of HBN with my password or PIN, and NEVER provide it to ANYONE over the phone or through e-mail, and if such requests are made of me I should hang-up or terminate the online session and immediately contact an authorized officer of HBN at (775) 348-1000 and promptly advise of the suspicious request. I hereby acknowledge my responsibility associated with this Internet Services Agreement and agree, unconditionally, to indemnify and hold HBN fully harmless for each and every unauthorized access to my account(s) through use of any password or PIN provided by this Agreement (or otherwise); assign unconditionally any rights in any insurance policy I hold for such an event to HBN; and, unconditionally release HBN from any and all liability directly or

indirectly related and agree not to make (or assign to any other party or person the right to make) any claim against HBN or bring any action against HBN in honoring or allowing any actions or transactions where my password or PIN has been used. This understanding shall apply and be binding upon each of my agents, assigns, representatives, sureties, and subrogated parties.

8. HBN reserves the right to reject or dishonor any transaction that does not fit normal patterns made by you; that appears suspicious; that is being conducted using equipment that is operating with unusual or blocked identification; that is initiated from a foreign country; that appears on any precluded list for unauthorized transactions; or, for which HBN has been warned by law enforcement officials may not be legitimate.

9. If any accessed account involves multiple party/signer accounts, each owner/signer on a multiple party or multiple signer account expressly and unconditionally agrees to be fully liable for any and all transactions that are made on any account(s) accessed by any single person using the password or PIN for the applicable account (even if such a transaction would otherwise require multiple signatures if in paper form); HBN does not and cannot reasonably require multiple consents, passwords or PINs to use the services provided under this Agreement, and this Agreement expressly and unconditionally overrides multiple signature requirements. If this override is unacceptable to any of the multiple signers on an account, the services provided by this Agreement SHOULD NOT BE subscribed to or accessed by any of the account owners.

10. By accepting this Agreement, I also acknowledge my obligation to read and accept, without exception, the privacy, security and any other legal notices electronically provided or referred to on HBN's web site found at www.heritagebanknevada.com or any related web site I am subsequently directed to by that web site.

11. Your role is extremely important in the prevention of any wrongful use of your account(s). By utilizing HBN's Internet Banking Services you are not relieved of your normal duties regarding your account(s). You must still promptly examine in detail each of your account statements upon receipt. In addition to normal account activity, activity related to your use of Internet Banking will also appear on the applicable account. If you find that your records and ours disagree, you must immediately call us at (775) 348-1000 during normal business hours, which are Monday through Friday 8:00 am to 5:00 pm (Pacific Time), not including bank holidays. We will advise what must be done. Your failure to notify us in this way may result in our not being responsible for any problems or loss.

12. Notify us at once if you believe another person has improperly obtained any of your Internet Banking passwords even if no loss appears to have occurred. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Never use computing equipment that is not fully secure or warnings appear that indicate that the equipment refuses to honor any of the security requirements that HBN electronically requests. Never save passwords or PINs to shared or public equipment. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). **NEVER** reveal your password(s) or PIN to anyone you do not intend to have full access to your account. To notify us, call (775) 348-1000 during normal business hours, which are Monday through Friday 8:00 am to 5:00 pm (Pacific Time), not including bank holidays.

13. Sending e-mail to HBN for routine questions and inquiries is encouraged; however, you may not use e-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within HBN Internet Banking or contact your HBN branch where your account is maintained.

14. In addition to this Agreement, you agree to be bound by and will fully comply with the requirements of applicable account disclosure statement(s), HBN's rules and regulations, the rules and regulations of any funds transfer system to which the HBN belongs, and any applicable state and federal laws and regulations. We agree to be bound by them also.

15. In order to take advantage of additional, optional Internet Banking services, even if eligible, you understand that you may first be required to complete one or more additional applications (and, where applicable, be approved to receive the additional service(s), and you further understand that approval of the use of certain base services may be a condition of receiving additional services. All approved additional, optional services later added are automatically covered under this Agreement and you agree to authorize HBN to carry out transactions under any other services you decide to use or set-up at a future date and you further agree to pay all fees and costs disclosed to you in any schedule regarding those services. By using any additional, optional services, you agree to be bound by the terms of each new product or service you agree to be added to this Agreement.

16. You can access your Bank accounts through HBN's Internet Banking seven days a week, 24 hours a day. However, we cannot and do not guarantee "zero down time", and at certain times, some or all of HBN's Internet Banking may not be available due to system maintenance or to correct system problems. During these times, you may use alternatives, such as a HBN or other ATM with HBN's approved network, HBN's telephone banking system or a HBN branch to conduct your transactions.

17. Transactions (transfers, payments, etc.) are not final at the time that HBN receives your instructions. A transaction fully initiated and successfully received by HBN through HBN Internet Banking before 5:00 PM (Pacific Time) on a business day will be posted to your account the same day. Any later transaction shall not post until the next business day. Our business days are Monday through Friday, except for banking holidays. "Banking holidays" shall mean all federal and state banking holidays. If you are unsure of when a transaction will post, please contact HBN before initiating the transaction.

18. If a transaction is accomplished using the Internet Banking Services, HBN will not send, print or provide any unique receipt or documentation of transactions other than by recording the transaction on your periodic account statement(s) for the account(s) involved. You understand that you must report any unauthorized activity on any account accessed under this Agreement as required by the Deposit Agreement and that nothing in this Agreement shall in any manner extend or modify any requirement imposed by law or said Deposit Agreement.

19. HBN may assign this Internet Banking Agreement to any affiliate, parent or other company. Should HBN be merged or acquired by another financial institution, this Internet Banking Agreement shall transfer to said successor financial institution without further notice or consent. HBN may also assign or delegate certain of its rights and responsibilities under this Internet Banking Agreement to such third parties as HBN may elect upon notice to you whereupon HBN shall be released from any and all further liability or responsibility related thereto.

20. Either party may terminate this Agreement and the rights provided hereunder at any time and for any reason. Within a reasonable period to act following termination, you will not be allowed further access to your account(s) using the Internet Banking Services provided by this Agreement and you understand HBN will not allow any additional transactions on the account.