



**SILVER
STATE
BANK**

www.silverstatebank.com

Sign up to Sign on with Silver State Bank's Online Banking.

Primary Account Number:

Bill Pay

First Name:

MI:

Last Name:

Social Security Number:

Current Mailing Address:

City

State

Zip

Email Address:

Daytime Phone:

Mother's Maiden Name:

Evening Phone:

Joint Account Holder's Information:

First Name:

MI:

Last Name:

Social Security Number:

Do not fill out, bank use only

Netteller ID: _____

Date: _____

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Revised 08-27-07



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SilverNet Online Banking Consumer Agreement

This SilverNet Online Banking Agreement and Disclosure (the "Agreement") is used to inform you of appropriate uses of Internet Banking to obtain information about your accounts, to transfer funds between your accounts, and other bank services available through the Internet.

Security & Protecting Your Account

Silver State Bank is committed to the protection, security, and confidentiality of our customer's personal and account information. In an effort to maintain this commitment, Silver State Bank continues to utilize the latest technology in the continuous development of its Internet Banking Service.

Silver State Bank uses the following methods to protect your account information:

- You can only access Internet Banking with browsers that have high security standards.
- Your account numbers are not displayed or transmitted across the Internet.
- You must have a valid ID and PIN to sign in. You are only allowed three attempts to log into Internet Banking with the correct ID and PIN. If you do not enter the correct ID and PIN your account will be locked after the third attempt.
- After 10 minutes of inactivity you will be automatically logged off Internet Banking.

You are responsible for using the following methods to protect your account information:

- Never give out personal information such as your PIN.
- Never leave your computer unattended while logged into Internet Banking.
- Always exit by clicking on "Exit" after using Internet Banking.
- Notify Customer Service immediately if you suspect that your ID or PIN has become known to or used by an unauthorized person.

E-mail and Virus Protection

Silver State Bank encourages you not to send any confidential information including social security numbers, IDs, and PINs via e-mail. You need only to send your name and if desired, a phone number where customer service may reach you. Customer Service will answer all e-mails by e-mail unless they have questions or need further information from you.

Unless you have instructed us otherwise, you agree that Silver State Bank may send you electronic messages about other products or services we offer.

Silver State Bank is not responsible for any electronic virus that you may contract while using Internet Banking. Silver State Bank suggests you routinely scan your computer using a virus protection product to detect and remove viruses found.

Service Availability

Internet Banking with Silver State Bank is available 365 days a year. It is necessary to perform maintenance. This maintenance is limited to the early morning hours (i.e. Midnight - 5:00 a.m.) on Saturday or Sunday when possible. There are times Internet Banking may be down for extended periods of time or times other than Saturday and Sunday for more extensive maintenance, system upgrades, or to resolve equipment problems. During these periods, customers are notified of the maintenance on Silver State Bank web site and when attempting to log into Internet Banking.

Funds Transfer Service

You will be able to transfer funds between your Silver State Bank accounts only. If you do not want to have the ability to transfer funds between your accounts using Internet Banking, or if you want to restrict the accounts from which you can transfer funds using your ID and PIN, call Customer Service, and we will make the necessary adjustments to this service for you.

As an Internet Banking customer, you can make immediate transfers between specified deposit accounts through Internet Banking. You are responsible for all transfers you or your authorized representative make using Internet Banking. All such transfers are effective when you complete the transaction online. Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.

Silver State Bank's Ability to Terminate your Internet Banking Service

You are responsible for complying with the terms of this Agreement. Silver State Bank reserves the right to terminate your Internet Banking privileges if you do not comply with this agreement. Your Internet Banking privileges may be revoked if we believe that unauthorized use of your ID, PIN or account may be occurring.

Liability

Under no circumstances will Silver State Bank have any liability to you for failing to provide you access to your Accounts or Internet Banking through this service. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Internet Banking Agreement as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Internet Banking Agreement.

IN NO EVENT WILL SILVER STATE BANK HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGE IS BASED ON TORT OR CONTRACT OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

Except as specifically provided in this Agreement or where applicable law requires a different result, neither Silver State Bank nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, by an online service provider or by an agent or subcontractor or any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or

consequential, economic or other damages arising out of your access to or use of, or failure to obtain access to Internet Banking Services.

Indemnification

Except to the extent that Silver State Bank is liable under terms of this Agreement or an agreement that otherwise governs your account, if you are an owner of an account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of this Internet Banking Agreement. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the service by you or your authorized representative.

Bill Pay Agreement

A. **DESCRIPTION OF THE BILL PAY SERVICE.** The Silver State Bank Bill Pay Service allows you to schedule bill payments through the Service. You can arrange, at your option, for the payment of your current, future and recurring bills from an eligible account (called the "Bill Pay Account"). Any payments entered by 12:00 a.m. (PST) and 10:00 a.m. (PST) will be processed that day. Electronic payments will be debited from the customers account at end of day processing. Check Payments will be processed that day and mailed to the payees. **Eligible Accounts that require two or more signatures or authorization to withdraw or transfer funds may not be used as a Bill Pay Account.**

This service is being offered to Silver State Bank online customers through an independent third party provider, Jack Henry & Associates. The third party provider is responsible for issuing payments as directed by you through the Service in a reasonable manner. Silver State Bank is responsible for processing any returned payments.

We will not be obligated to make a payment unless your Bill Pay Account and/or linked overdraft protection plan has sufficient funds or credit availability to pay the bill on the Payment Date. Funds for ALL bill payments (whether we make these payments electronically or by check) will be withdrawn from your Bill Pay Account on the scheduled Payment Date.

B. **NO DUTY TO MONITOR PAYMENTS.** We do not have any duty to monitor the payments that are made through the Bill Pay Service. If you are a business and an authorized representative of yours uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

C. **STOP OR CHANGE INSTRUCTIONS.** You have the right to stop or change any scheduled bill payment. However, you must cancel a check payment at least 3 business days prior to the payment date by following the instructions on canceling payments within the Service or by calling Bill Pay Customer Service at (702) 933-6568. Please keep in mind when making a Electronic payments, once the payment is sent a stop payment can not be placed. The customer will have to make arrangements with the payee for any reimbursements.

D. **SCHEDULING PAYMENTS.** There will be a delay between the Payment Date (the date your payment is sent) and the date the payee receives that payment. Any payment made through the Bill Pay

Service requires sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. When you schedule payments, **YOU MUST SCHEDULE THE PAYMENT AT LEAST 5 FULL BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE.**

E. BANK ERRORS. If Jack Henry & Associates or any other third party provider does not properly complete a bill payment on time or in the correct amount, or if the third party provider fails to stop a payment pursuant to your order to do so, any claims will be solely against the third party provider. We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the Bill Pay Account; if the Bill Pay Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special or consequential damages arising out of the use of the Bill Pay Service.

F. BILL PAY ACCOUNTS ACCESSIBLE BY MORE THAN ONE PERSON. If a Bill Pay Account is owned by more than one person or is accessible by one or more authorized representative, each such owner or authorized representative may individually enroll in the Bill Pay Service (each such person is referred to as an “enrolled person”). Each enrolled person needs a unique password. The terms of this Agreement will apply to each enrolled person. Each enrolled person may choose to share the same payee list. Any enrolled person may terminate his/her enrollment in the Bill Pay Service without affecting the Bill Pay Service of any other person using that Bill Pay Account. Any enrolled person may also terminate the Bill Pay Service for the Bill Pay Account, which will terminate the Bill Pay Service of all enrolled persons tied to that Bill Pay Account.

Amendments

We can amend this Agreement upon notice to you, which you agree may be sent by e-mail or by an announcement conspicuously displayed directly within the site. Any notice will be effective not later than ten (10) days after we send or post the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved or viewed the notice by that time.

We may, from time to time, introduce new services that are part of Internet Banking. We will update this Agreement to notify you of these new services. By using Internet Banking after those new services become available, you agree to be bound by the terms contained in the revised agreement.

SilverNet Online Banking Consumer Agreement

Please list the accounts that you would like to access on SilverNet.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Your Agreement To These Terms And Conditions

Your registration for Internet Banking with Silver State Bank confirms that you acknowledge you have received, reviewed, and understand the terms of this Agreement, and that you are bound by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty-authorized representatives.

Silver State Bank Officer Approval:

“CUSTOMER”

Branch

Signature

Officer

Print Name

Title

Date

Date



**SILVER
STATE
BANK**

Online Banking Disclosure Statement

The purpose of this Disclosure Statement is to inform you of certain rights that you have under the Electronic Funds Transfer Act

Please Note In this statement the words “you” and “your” each refer to the person who uses or is authorized to use NetTeller services. Then words “we”, “our” and “us” refer to Silver State Bank.

NetTeller Services - you may access our NetTeller service using the personal Login Codes that we issue to you and conduct the following transactions:

Transfer Funds Between:

- Checking
- Money Market
- Savings
- Loans

Make Payments To:

- Loans

Obtain The Available And Current Balance(S) And Transaction History Of:

- Checking
- Money Market
- Savings
- Loans

Initiate Stop Payments:

Account Management:

Banking Services - Online Banking service is available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our online transfer business days are Monday through Friday, 7:00 am to 8:00 pm. Transfers made on weekends, holidays, scheduled in advance or after 8:00 p.m., will be processed on the next business day.

Bill Pay Services - You have the ability to pay your bills through our Bill Pay service. This service is provided to Silver State Bank online customers through independent third party providers, Jack Henry & Associates and Princeton eCom. It is required that you have at least one checking account with us. Login codes will be issued within 14 business days from the time we receive your signed application.

You, or someone you have authorized by giving them your NetTeller Login Codes can instruct us to perform the following transactions:

- Initiate and authorize payment from your Primary Checking Account to payees which you have authorized in advance to receive payments;
- Request copies of paid checks; and
- Edit or delete pending payments.

Online Banking Disclosure Statement

The minimum amount a payment may be sent for is \$0.01. The maximum amount a payment may be sent for is determined by funds availability at the time a check payment is presented for payment. Electronic Payments are processed the day the payment is due to be paid. Payments entered before 12:00 a.m. PST and/or before 10:00 a.m. PST will be processed that same day. Payments made electronically after 10:00 a.m. Monday through Friday or on a weekend will be received the next business day. Payments must be scheduled to send at least 5 to 7 business days for check payments and at least 3 business days for electronic payments in advance of the payees requested due date.

If there are insufficient funds in the Primary Checking account on the payment date, we may either refuse to pay the item or may make the payment and thereby overdraw the account. We reserve the right to dishonor payment request that reasonably appear to us to be fraudulent, incomplete, erroneous, or if you do not follow our instructions for BillPay. In addition, we will not be able to execute any BillPay requests if the payee cannot or will not accept such payment. You are responsible for any loss or penalty that may occur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

Identification Number and Password - Access to NetTeller may be made by personal computer. Access requires the use of a unique login and Personal Identification Number (collectively, the "Login Codes") assigned by us. Your use of NetTeller with the Login Code authorized by us will be deemed by us to be valid and authentic and you agree that any communications to us under your Login Code will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals, absent proof of altered data or tampering.

Lost or Stolen Login Codes - If you believe your Login Codes or other means of access have been lost or stolen or that someone has used them without your authorization, immediately change your NetTeller Login Codes. This is done by going through the "account management" option. Contact us immediately by writing, calling or e-mailing us at:

Silver State Bank
400 N. Green Valley Pkwy.
Henderson, NV 89014
(702) 949-6898 (business hours only)
kfreeman@silverstatebank.com

Include in the message your name, address, phone number and a brief description of the problem. All e-mail requests will be answered by close of the next business day.

Record of Transaction - You will receive a monthly statement showing the status of your account(s), transactions made during the past month, and any charges, which we may impose, for such services or transactions.

Liability for Unauthorized Transfer/Transactions - CONTACT THE BANK IMMEDIATELY if you believe your Login codes have been lost or stolen. Change your password and contact us.

If you notify us of a loss, your liability for unauthorized transfers or payments will be as follows:

- If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your Login Codes without your permission.

Online Banking Disclosure Statement

- If someone used your Login Codes without your permission, you could lose as much as \$500 if you do not contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- Also, if your monthly statement shows transfers or payments that you did not make and you do not contact us within 60 days after the statement was mailed to you, you may not get back any funds lost 60 days, if we can prove that your contacting us would have prevented those losses

Your Liability - You agree to the terms of this Online Banking Disclosure and the schedule of fees that may be imposed. You authorize us to deduct these fees as accrued directly from your account balance. You are liable for all transactions that you authorize. If you have given someone your NetTeller Login Codes or other means of access and want to terminate that person's authority you must change your identification number and password and make the Bank aware of your intentions in writing.

Account Restrictions - Your name must appear in the legal title to make transfers between accounts to initiate bill payments. You **may not** transfer between accounts with **legal** or **signature restrictions**. However, an account(s) may be viewed if you are an authorized signer on the account(s).

Limits on Online Banking Transactions - All transactions performed through our Online Service will be considered a Preauthorized Electronic Funds Transfer.

Our Liability for Failure to Complete Payments or Transfers - If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by our failure unless:

- The account has been closed or is not in good standing.
- Your equipment or ours was not working properly and the breakdown should have been apparent to you attempted to conduct the transaction.
- You have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- You do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- You do not instruct us soon enough for your payment or transfer to be received and credited by the time it's due.
- The funds in the account from which a payment or transfer is to be made is subject to legal process or other claims restrict the transactions.
- Circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
- There are insufficient funds in your account to complete the transactions.
- We have reason to believe that the transaction requested is unauthorized.
- The failure was caused by an act of God, fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control.

In case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a valid error despite our procedures to avoid such error.

Change of Terms - We reserve the right to amend or terminate the services offered from time to time and we will notify you a minimum of 30 days prior to any change by written notice to your last known address.

Online Banking Disclosure Statement

Waiver of Agreement - Any waiver of any term of this Agreement by us on occasion will not prevent us from asserting our rights to these terms in the future.

Termination - You may terminate the Agreement and your Online Banking Service at any time upon giving written notice of the termination to us. If you terminate, you authorize us to continue making transfers and bill payments you have previously authorized until we have had a reasonable opportunity to act upon termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your account. If we terminate your use of your subscribed Online Service, we reserve the right to make no further transfers or payments from your account, including any transaction you have previously authorized.

Stop Payments - You must make any stop-payment order in the manner required by law. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Only the person who initiated the stop-payment order may make a release of the stop-payment request. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

Disclosure of Account Information - We will disclose information about your account or the transaction you make to third parties:

- where it is necessary to complete transactions;
- to verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau;
- in accordance with your written permission;
- in order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports; and/or
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

Our Policy and Pricing Guide and Terms and Conditions on Deposit Accounts are available at any of our banking offices upon request.

Error Resolution Notice - In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, 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 (if any).
- (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.
- (3) Tell us the dollar amount or 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.

Online Banking Disclosure Statement

We will determine whether an error occurred within 10 days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the transfer involved a new account) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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 written explanation.

You may ask for copies of the documents that we used in our investigation.