

**BANK OF THE VALLEY**  
**Electronic Banking Account Statement Disclosure and Agreement**

This Electronic Banking Account Statement Disclosure and Agreement (this “Agreement”) is made between you and Bank of the Valley and provides your request and consent to receive statements, notices, and documents for your account(s) by electronic delivery. These electronic statements, notices, and documents are called “eStatements.” The terms and conditions of this Agreement are in addition to the other agreements, disclosures and documents in effect from time to time governing your deposit account (and loan or credit card, as applicable) with Bank of the Valley.

By clicking on “I Agree”, you agree that we may provide you with your eStatements, including, but not limited to any future disclosures, amendments, privacy policies, letters, correspondences, and any other notices that may be legally required to be provided to you, in electronic form. Once enrolled in the eStatements service you will receive your next statements, notices, and documents electronically only.

**ELIGIBILITY FOR eSTATEMENTS.** You must be enrolled in our online banking product in order to sign up for and view eStatements. All account types for which the bank generates periodic statements are eligible for eStatements. For a statement which contains the information for more than one account, “Combined Statement,” the lead account must be linked to online banking and enrolled in eStatements to allow display of the Combined Statement.

**ONE eSTATEMENT.** eStatements can only be set up once for an account. If you require a statement to go to more than one recipient, please contact us.

**ACCESSING YOUR eSTATEMENTS.** When your statement is ready, you will receive an email notification with a link to the bank’s online banking site. Log in with your username and password then navigate to the eStatements tab to view your documents. You must ensure that your computer hardware and software meets the following system requirements in order to view, print, and/or save your eStatements.

- Computer with the capability to access the Internet
- Internet Browser that supports 128-bit encryption and is on the list of supported browsers. <http://info.netteller.com/go/Supported-Browsers>
- Adobe Acrobat Reader 6.0 or higher

Your statements will be available to you online for 180 days. You will continue to have the option to request historical statements, for which fees may apply; please refer to the applicable account agreement and disclosures for details. If you wish to receive a paper copy of a disclosure or other information presented to you electronically you can contact us by phone at (402) 538-3025 or by writing us at Bank of the Valley, PO Box 7, Bellwood, NE 68624.

We will use our best efforts to deliver your eStatements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your eStatements because of the existence of any one or more of the following circumstances:

- a. Our website is not working properly and you know or have been advised by us of the malfunction; or

b. Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

**DUTY TO REVIEW PERIODIC STATEMENTS.** You must promptly access/review your eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your eStatement, you are still fully responsible to review the eStatement for any errors, unauthorized transactions or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the eStatement notification date regardless of when you access and/or review your eStatement. If you do not immediately report to Bank of the Valley any non-receipt of eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the eStatements to be true, accurate and correct in all respects.

**REQUESTING PAPER COPIES OF DOCUMENTS PRESENTED ELECTRONICALLY.** You agree and understand that paper versions of eStatements will not be mailed unless you specifically request it. To request a paper copy of any eStatement, you can contact us by phone at (402) 538-3025 or write to us at Bank of the Valley, PO Box 7, Bellwood, NE 68624. Copies of eStatements will be mailed at no charge, unless otherwise specified in the Fee Schedule you received at account opening and as it may be amended from time to time. You may withdraw your consent at any time to resume receiving paper copies of eStatements, however, withdrawal of consent may result in the deactivation of electronic services for which you have subscribed.

**CHANGES TO SYSTEM REQUIREMENTS.** From time to time, the hardware and/or software requirements to access your eStatements may change, which may create a material risk that you would not be able to access or retain your eStatements. When this happens, we may notify you of any changes with a message on our website, on the Bank of the Valley Mobile App, by e-mail and/or in writing, as appropriate. This may require a re-acknowledgement of this Agreement. If you wish to withdraw your consent, you will be subject to the terms, conditions and any applicable fees of the account which you have. You also may be subject to the deactivation of electronic services for which you have subscribed.

**EMAIL ADDRESS MAINTENANCE.** It is your responsibility to notify us if you change your email address. You may update your email address by going to the eStatements tab in online banking, clicking on Email, and making changes to your information.

**CHANGE STATEMENT DELIVERY METHOD.** At any time and at no charge, you can change the way we send you eStatements by contacting us. The change will take place the next statement cycle.

**CHANGES AND/OR TERMINATION.** Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made we will update this Agreement within the eStatements tab on online banking. Online banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by un-enrolling in the eStatements service. Your continued enrollment in the eStatements service is your acceptance to the

Agreement. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing the applicable account. It is your responsibility to review this Agreement including Bank of the Valley's Privacy Policy from time to time in order to be aware of any such changes.

**ACCEPTANCE.** By accepting this Agreement, you are confirming that you meet the system requirements applicable to receipt of eStatements (as described above), that you have demonstrated your ability to receive, retain and view eStatements on your computer, and that you have an active and valid e-mail address