

## MOBILE BANKING AGREEMENT AND DISCLOSURE

The Mobile Banking Agreement and Disclosure states the terms and conditions that you agree to by using our Mobile Banking service. This agreement supplements the Bank of the Valley Deposit Account Agreement and Disclosures, Online Banking Customer Agreement, Online Banking Agreements and any other agreement between you and Bank of the Valley.

-Questions: You can contact us at [info@bankofthevalley.com](mailto:info@bankofthevalley.com) or 1-888-414-4334, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program.

-To stop the program: To stop the message from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" TO THIS NUMBER: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

The terms "you" and "your" refer to any person subscribing to the Mobile Banking service. The terms "We", "us", "our", and "Bank" refer to Bank of the Valley. The term Mobile Banking refers to our service that allows you to access your Bank of the Valley accounts and perform transactions via your mobile phone with web browsing/internet capabilities.

Please read this entire Agreement prior to using Bank of the Valley's Mobile Banking Service. By using Mobile Banking, you acknowledge your receipt and understanding of this disclosure and agree to all terms and conditions of this agreement.

### Account Eligibility and Enrollment

Mobile Banking is available to any persons who have subscribed to Bank of the Valley's Online Banking Service. Enrollment will be completed by logging in to [www.bankofthevalley.com](http://www.bankofthevalley.com). You may enroll from the Options menu.

### Description of Services

Mobile Banking is a personal financial information management service that allows you to: \*

1. Access Bank of the Valley's account information such as balances and recent transaction history;
2. Transfer funds between your accounts at Bank of the Valley
3. Make payments to merchants and individuals who have previously consented to accept payments through our online bill pay service;
4. And make other banking transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

Not all Mobile Banking Services are available on all types of mobile devices. We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming. \*Message and data rates may apply.

### Customer Obligations

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before using, and that you always use Mobile Banking in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure that you know how to properly use your wireless Device and the Mobile Banking software ("Software").

From time to time we may change, upgrade, and add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking

#### Limits on Mobile Banking Transactions

Transactions conducted via Mobile Banking are subject to all withdrawal and transfer limitations and excess activity charges described in the Bank of the Valley Terms and Conditions of Your Account Agreement and/or the Deposit Account Agreement and Disclosure.

#### Limits on Frequency of Transfers

If your account is a savings or money market account, federal law requires that an account holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, mobile banking, online banking, or telephone transfer agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.

#### Hours of Accessibility

In general, Mobile Banking is accessible 24-hours per day, seven days a week; however, Bank of the Valley does not guarantee that Mobile Banking will be available at all times. Occasionally, due to system maintenance or reasons beyond our control, the mobile banking service may be unavailable.

Transactions are processed on business days only. Every day is a business day except Saturdays, Sundays, and Federal Holidays. A transfer completed after 6:00 p.m. CST on a business day or on a non-banking day, as specified above, may be posted on the next business day.

#### Termination of Account Access

We reserve the right to terminate the Mobile Banking Service, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or

is being attempted. We may consider repeated incorrect attempts to enter your Access ID or Mobile Banking PIN as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

#### Equipment and Software

Bank of the Valley does not guarantee that your mobile phone/mobile phone service plan will be compatible with our Mobile Banking service. You are responsible for understanding the operation and maintenance of your mobile phone. Bank of the Valley is not responsible for any errors or problems related to your mobile phone, mobile provider, or mobile internet access. Nor are we responsible for any fees assessed by your telephone company, internet service provider, or any other outside party.

Mobiles phones with internet capabilities are susceptible to viruses. Customers are responsible for making sure that the mobile phone they are using to access Mobile Banking is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively, referred to as "viruses"), which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. Bank of the Valley will not be responsible or liable for any indirect, incidental, special or consequential damages that may result from such harmful components being present on the mobile, nor will Bank of the Valley be responsible or liable if sensitive information accessed via our Mobile Banking service is intercepted by a third party due to any of the above named "viruses" residing or being contracted by the customer's mobile phone at any point or from any source.

We are not responsible for errors or delays or your inability to access the service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

#### Electronic Mail (email)

You may choose to communicate with Bank of the Valley using electronic mail. However, be advised that email transmissions are not secure. We strongly discourage you from sending confidential account information to Bank of the Valley via email. Bank of the Valley is not responsible for any error or problems of any kind involving your email. At no time will a Bank of the Valley employee ask for confidential information over email.

#### New Services

Bank of the Valley may, periodically, introduce new Mobile Banking services. By using the new services when they become available, you agree to be bound by the terms and conditions concerning these services.

#### Fees

There is not a fee for using the Mobile Banking Service at Bank of the Valley, however, all other fees associated with your accounts apply. Message and data rates may apply. Check with your specific mobile phone service provider for more information on fees.

Terms and Conditions: Bank of the Valley

Thank you for using Bank of the Valley Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588 To cancel, text "STOP" to 99588 at anytime. In case of questions please contact customer service at 888-414-4334 or visit [www.bankofthevalley.com](http://www.bankofthevalley.com).

## Terms and Conditions

**Program:** Bank of the Valley offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

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**To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

**Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at anytime for any reason outside of the reasonable control of Bank of the Valley or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Bank of the Valley and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names,

addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Bank of the Valley and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Bank of the Valley and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bank of the Valley (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Bank of the Valley or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Bank of the Valley, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse

Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html), or other URLs as may be updated by Google.

#### Touch ID™ for Mobile Banking.

Touch ID is an optional fingerprint sign-in method for Bank of the Valley Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and Bank of the Valley never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Bank of the Valley Mobile Banking. Bank of the Valley reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Bank of the Valley Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Bank of the Valley Mobile Banking is only available on compatible iOS devices.

#### Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Bank of the Valley that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Bank of the Valley to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

4. Card Controls may enable access to Bank of the Valley and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, Bank of the Valley, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL

BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.