

BANK OF THE VALLEY
Online Banking Agreement and Terms and Conditions

This Online Banking Agreement and Terms and Conditions (“Online Banking Agreement”) explains the terms and conditions governing basic online banking services offered by Bank of the Valley (collectively “Online Banking Services” or “Services”). By your use, or by you permitting another person to use, any of the Online Banking Services, you agree to abide by the terms and conditions of this or any subsequent Online Banking Agreement, as it currently exists or as it may be amended from time to time.

Your Online Banking Services and each of your deposit accounts are also governed by the applicable disclosures, agreements, rates and fee schedules provided by us to you when you opened your deposit account as they currently exist or as they may be amended from time to time. You also must follow all of our instructions and procedures applicable to the Services covered by this Online Banking Agreement.

In this Online Banking Agreement:

“Access Device” or “Device(s)” means any electronic device you use to access your account through Online Banking Services. This includes, but is not limited to: a traditional computer, such as a desktop or laptop computer; or a mobile device, such as a tablet computer or a smartphone. You should use caution if using a public computer.

“Account” means a formal banking relationship established to provide or engage in services, dealings or other financial transactions.

“ACH” means the Automated Clearing House. Files submitted electronically through an automated clearing house system are governed by the rules and performance standards of the network as set forth by the National Automated Clearing House Association (NACHA) as they may currently exist and as they may be amended from time to time.

“Bank Documents” shall mean all applicable deposit account agreements, disclosures, rates and fee schedules provided by Bank of the Valley in your new account packet as they currently exist or as they may be amended from time to time, as well as any Other Electronic Services Agreements to which you are a party. Bank Documents may also include loan or credit card agreements, disclosures and documents (as they may be amended from time to time), as applicable.

“Bank of the Valley”, “we”, “us”, “our” and the “Bank” refer to Bank of the Valley, a Nebraska state banking corporation.

“Bank of the Valley Website” and “Website” mean the Bank of the Valley website through which you can access our Services.

“Business” or “Commercial” means a non-natural person and may refer to “doing business as” accounts or accounts owned by a commercial entity, whether the business is conducted for profit or not. These accounts are not for personal, family or household use.

“Business Day(s)” means Monday through Friday, excluding Federal legal holidays.

“Consumer” means a natural person and may refer to an account for personal, family or household use.

“Credentials” means any method or combination of methods used by Online Banking, Electronic Services or Access Devices in place to authenticate users and allow access to view account or customer information; make payments; make transfers; review, print or download account activity; review eDocuments and eStatements; make deposits; or any other activities permitted by agreements with us. Credentials will include but may not be limited to: User ID; User ID and Password; Password; Password; Mobile Banking App passcode; Personal Identification Number; PIN; Touch ID as enabled by clients on their devices; specialized security tokens or other security measures such as codes emailed or texted to Access Devices to provide additional layers of security and assist in authentication.

“Customer” means a consumer or business with a formal banking relationship.

“Electronic Funds Transfer” for Online Banking Services means any transfer of funds that is initiated through an electronic terminal such as computer based systems and web enabled devices for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account.

“Electronic Service(s)” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or handheld devices), either now or in the future.

“Good Standing” means an account where no collection action has been required, overdrafts are paid in a timely manner and in accordance with agreements, all required Bank Documents and account signature contracts are current, accurate and in possession of the Bank, no changes have occurred to the account ownership or signors of which the Bank has not been apprised.

“Online Banking”, “Online Banking Services” or “Services” means our services that allow you to obtain account information, transfer funds, make payments including our Bill Payment Services, access accounts and perform other transactions over the Internet by use of an Access Device and a User ID and Password.

“Other Electronic Services Agreement” means any agreement, other than this Online Banking Agreement, between you and Bank of the Valley relating to one or more Electronic Service(s), including without limitation any Bill Pay Agreement and Terms and Conditions and any Mobile Banking Agreement.

“User ID” and/or “Password” are codes created to access our Services.

“You” and “your” refer to each person or business who enrolls for Services and has been given a User ID.

Acceptance of Terms and General Agreement by Use

Your initial and continued use of our Services constitutes your acceptance and agreement to be bound by all the terms and conditions of this Online Banking Agreement, by all applicable Other Electronic Services Agreement and by all other Bank Documents, as they currently exist or as they may be amended from time to time, and acknowledges your receipt and understanding of this and any subsequent Online Banking Agreement delivered to you as set forth in this Online Banking Agreement.

You agree to provide true, accurate, current and complete personal information and maintain and promptly update your personal information to keep it true, accurate, current and complete by contacting the Bank at (402) 538-3025, by writing to us at Bank of the Valley, PO Box 7, Bellwood, NE 68624 or by visiting one of our branch locations. Updates to your email address may be made through our Online Banking Services. Updates to your mobile phone number and your wireless provider may be made through our Online Banking Services. If we have reasonable grounds to suspect your personal information is not true, accurate, current and complete, we have the right to suspend, terminate or refuse your current or future use of the Services.

Hardware and Software Requirements

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Services. This responsibility includes, without limitation, your utilizing up to date web-browsers and Access Devices and the best commercially available encryption, antivirus, anti-spyware and Internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access Online Banking and for the transmission and receipt of information using such Systems. The Bank will notify you of any changes in hardware or software requirements that will create a material risk that prevents you from being able to access or retain electronic records. If revised requirements prevent you from continuing our services, you have the right to terminate this service; however, some Account types include a feature where the monthly service charge is waived if the customer opts to receive eStatements. If this is a feature of your Account, we will charge your Account the applicable monthly service charge for terminating Online Banking which will not allow you to continue receiving eStatements/eDocuments as indicated in the Bank Documents. In the event a change of requirements occurs, you will be notified and/or you may be required to re-acknowledge revised Agreement.

To access Online Banking and to access eStatements or eDocuments you will need:

- Desktop or laptop computer with Internet access;
- Internet browser that supports 256-bit SSL encryption. Supported browsers are current and prior major releases of Microsoft Edge, Mozilla FireFox, Apple Safari (Apple/Mac Users Only) and Google Chrome;
- The current or last previous version of Adobe® Reader®; and
- A printer and/or storage capabilities if you wish to print or retain any eStatements or eDocuments.

The supported browsers above are for use with a desktop or laptop computer and do not apply to use with mobile devices (phones/tablets). If using a phone or tablet to access Online Banking outside of an app, functionality and appearance may vary from the traditional interface.

For eDocuments sent to you directly by email and for notifications of eStatements or eDocuments available through Online Banking, you will need:

- Desktop or laptop computer with Internet access a web-enabled personal mobile device;
- Email account;
- Internet browser that supports 256-bit SSL encryption;
- A current version of a pdf viewer such as Adobe® Reader®; and
- A printer and/or storage capabilities if you wish to print or retain any eDocuments.

Online Banking Account

You must have at least one eligible deposit Account such as a checking or savings, a credit (loan) Account or other approved Account type with us to utilize the Services. Requirements for dual signatures on Accounts do not apply to the Services. If your Account requires dual signatures, you understand and agree that, by using the Services you are making an exception to that dual signature directive. All of your Accounts with us must be in Good Standing. You must be a primary or joint owner for all personal Accounts in which you request access or you must be a primary, joint owner or authorized signer for commercial Accounts in which you are requesting access. We reserve the right to grant or not grant access to the Account or Accounts you have requested. You must have an Access Device with service through an Internet service provider, a User ID and a Password. Your use of the Services described in this Online Banking Agreement also may be affected by the agreements between us for your deposit, credit card, loan and other linked Accounts. When you link an Account to these Services, you do not change the agreements you already have with us for that Account. You should review those agreements for any applicable fees, limitations on the number of transactions you can make and for other restrictions which might impact your Accounts when you use these Services.

You may use Online Banking Services to:

- View real time Account balances and transactions on your Accounts;
- View and print check and deposit images;
- Set up one time or recurring transfer of funds between Bank Accounts;
- Make loan payments to the Bank;
- Place stop payments online for paper checks only;
- Pay bills online (set up one-time or recurring payments) via the Bill Pay Service;
- Order Checks;
- Access periodic Account statements ;

- Download and export Account information to various personal money management software programs on your computer;
- Contact the Bank through “secure” email;
- Sign up for text alerts;
- Sign up for eStatements (eDocuments);
- Set up personal Account alerts to be received by email or through Online Banking; and
- Originate ACH debit and/or credit transactions (for Business Customers **only** with separate application for Cash Management, Bank approval and disclosure)

In order to stop payment on a paper check, select the Transactions tab for an Account and a Stop Payments tab will display at the top of the screen. Caution: All information input in the required fields (i.e. check date, check number, amount and payee) must be correct or the payment will not be stopped. A stop payment request online with the use of your User ID has the same effect as if given in writing. Stop payment charges will incur as disclosed in the current Fee Schedule for the applicable Account.

Transfers from any Money Market or Savings Accounts you designate for use with our Services may be limited by the Truth in Savings Disclosure or Electronic Funds Transfer Disclosure as received as applicable when you opened your Account with us and as may have been amended from time to time. You may want to choose an Account other than a Money Market or Savings Account for making transfers. Please refer to these documents for the limitations. If you exceed the limitations as disclosed, we may change you to another eligible Account, close the Account, automatically limit transactions or remove transfer capabilities.

Your Conduct

You agree not to:

- Impersonate any person or entity;
- “Upload”, “post”, “email” or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by us in connection with our Services;
- “Spam” or “flood” the Website or the Services;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Website, the Services or the software used in connection with the Website or Services;
- Remove any copyright, trademark or other notices regarding proprietary rights contained in the Website or the Services;

- “Frame” or “mirror” any part of the Website or the Services without our written permission;
- Use any “robot”, “spider”, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Website or the Services or its contents;
- Otherwise interfere with or disrupt, the Website, the Services, servers or networks connected to the Website or the Services or violate this Agreement or any requirements, procedures, policies or regulations of the Website or the Services or of any networks connected to the Website or the Services;
- Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation or any rule or requirement established by applicable entities having jurisdiction over the Website or our Services in connection with your use of the Website or our Services; and/or
- Utilize, cause or allow the Services to be utilized by your actions or failure to exercise appropriate security measures including safeguard of Credentials for any illegal purposes including money laundering, terrorist financing, violations of sanctions or any other criminal activity.

Authentication

In order to make your Online Banking experience as secure as possible, you should safeguard all Credentials and alert us if you believe a compromise has occurred. You will not be asked by Bank personnel to disclose your Password.

Bank of the Valley has implemented strong Password controls and multifactor authentication. All new

Online Banking Cut-Off Times

Our Services are generally available 24 hours a day, 7 days a week. However, we only process transfers made via Online Banking and update information on Business Days. Actions or transactions initiated through our Services after the daily cut-off time established by Bank of the Valley from time to time. Cut-off times may differ for Bill Pay Services; see the Bill Pay Agreement for more information.

System Availability

We may periodically perform maintenance on our equipment or system that may result in a temporary interruption of service. We may also change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes, but we cannot guarantee that such notices will be provided as in the case of emergencies and unforeseen occurrences.

Fees

You are responsible for paying any fees associated with the Online Banking Services as outlined in the Bank Documents and the Fee Schedule, as well as any additional fees that may be assessed by your Internet Service Provider and for any telephone charges or fees incurred for accessing our Services.

You may also be charged stop payment fees for any stop payment originated through our Services. Savings Account customers may make 4 transfers or withdrawals from a Savings Account per quarter at no cost; transfers or withdrawals made in excess of this will incur a withdrawal fee. Refer to the current Fee Schedule for the amounts of these charges and other fees that may apply.

Authorized Use

Our Services are for authorized use by Bank of the Valley customers only. Attempted unauthorized access is considered bank theft and will be prosecuted to the fullest extent of the law.

Your Liability and Security

Bank of the Valley is entitled to act on instructions received through our Services under your User ID without any additional authentication of the identity of the person using the Password. When you give someone your User ID and Password, you are authorizing that person to use your Service and you are responsible for all transactions that person performs using your Service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Transactions performed by an authorized person continue to be treated as authorized until you notify the Bank they are no longer authorized. To revoke authorization for a user that you have given your User ID and Password to, you must change your User ID and Password to prevent that person from accessing the Service any longer. You may also contact the Bank at (402) 538-3025 to aid you in resetting your log-in Credentials. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. You understand and agree that anyone using the User ID and Password you have chosen has the ability to (a) access your Account information, (b) make funds transfers, (c) pay bills (if applicable), (d) download transactions, and (e) obtain any other products and services that may be authorized under this Agreement. You further understand and agree that all transactions initiated under your User ID are your responsibility up to any limits set forth in applicable law, and that you are liable for each of them. We recommend that you change your Password periodically.

You hereby release the Bank from any and all liability arising from the use of our Services and you agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where (a) you have authorized the person performing the action or transaction to use your Account(s), (b) you have given your User ID and Password to another person and that person authorizes the action or transaction, or (c) in the case of a jointly held Account, the person authorizing the action or transaction is one of the owners of the Account. You agree to indemnify Bank of the Valley and hold it harmless from and against any and all claims including, but not limited to, reasonable attorney fees arising from the use of our Services. For your protection do not, under any circumstances, disclose your User ID or Password by telephone, online or other means to any one claiming to represent the Bank. Bank employees do not need and should not ask for your Credentials. Disclosing your Credentials to anyone will be done at your own risk. If you are contacted by anyone requesting this information, please contact us immediately.

You cannot limit a person's authority. You must notify the Bank if your User ID and/or Password has been lost, stolen or otherwise compromised and should not be honored. You must notify the Bank promptly and in accordance with the procedures set forth in section entitled **Lost or Stolen User ID and/or Passwords** in order to preserve your rights. We reserve the right to block Services if we reasonably believe that the confidentiality of your User ID and Password may have been compromised and/or is being used by unauthorized persons.

We are concerned that your information remains secure in the Internet environment. We require that you use certain minimum-security requirements in order to access our Services. A browser that supports 256-bit SSL encryption is required. In order to obtain a browser with the appropriate levels of encryption, we recommend that you consult a computer professional or visit the Website of the company that supplied your current browser. In addition, "cookies" must be enabled in your browser in order to access our Services. You should also have an Access Device, operating system and telecommunications connections to the Internet capable of supporting the foregoing and sufficient electronic storage capacity on your Access Device or other data storage unit. You should also have email software and a printer that is capable of printing from your browser. For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

You agree to cooperate in any investigation of errors, issues, discrepancies, transactions, transmissions and resolution of customer claims by the Bank regarding any and all aspects of Online Banking Services or Electronic Services you utilize.

Privacy

Our Privacy Policy was provided to you at Account opening with the Bank Documents you received at that time or as provided to you upon amendment. Our Privacy Policy also applies to our Services. Our Privacy Policy is also available online at www.bankofthevalley.com. You understand that in requesting Services and agreeing to the terms and conditions of this Online Banking Agreement, you are authorizing us to provide your personal information to a third party performing services for us and for any other permissible purposes outlined in our Privacy Policy.

Confidentiality

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing an action or transaction authorized by you;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agencies or court orders; and/or
- If you give us your permission.

Lost or Stolen User ID and/or Password

If your User ID and/or Password have been lost or stolen, or you believe an unauthorized person is accessing your Accounts, contact the Bank at (402) 538-3025 immediately. Telephoning us immediately is the best way to minimize your possible losses. You may also visit any branch location, write to us at Bank of the Valley, PO Box 7, Bellwood, NE 68624 or send us a secure email through your Online Banking account. It is advised that you immediately change your Password in any situation where you suspect unauthorized access has occurred by accessing your Online Banking account and changing the Password under the Options tab. You could lose all the money in your Account plus your overdraft line of credit (if your credit card is tied to your Account), or the money in an Account for which you have a sweep

agreement (if applicable), if we can prove we could have stopped the unauthorized use had we been properly notified.

Liability Specific to Consumer Accounts Only:

To the extent that a transaction is an Electronic Funds Transfer, you can lose no more than \$50 if you notify us within two (2) Business Days of discovering any unauthorized use of our Services or your User ID and Password. However, you can lose as much as \$500 if you do not notify us within two (2) Business Days of discovering the unauthorized use of our Services or your User ID and Password and we can prove that we could have stopped the unauthorized use had we been properly notified.

Also, if your statement shows transfers that you did not make or authorize, contact us immediately. If you do not contact us within sixty (60) days after the periodic Account statement was transmitted to you by mail or posted on Online Banking or the Bank's Mobile Banking App (if you have signed up for this service), you may not receive back any money you lost after the sixty (60) days, you could lose all the money in your Account (plus your overdraft line of credit if your credit card is tied to your Account, or the money in an Account for which you have a sweep agreement (if applicable)), if we can prove that we could have stopped someone from taking the money if you had contacted us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we may, at our sole option, extend the time periods.

Errors or Questions on Electronic Transfers

In case of errors or questions about your electronic transfers, you may notify us in writing or by telephone.

- In writing – Bank of the Valley, PO Box 7, Bellwood, NE 68624; or
- By phone – (402) 538-3025;
- However, please note that you must also provide the information in writing in order to preserve your rights. When you communicate with us, tell us:
 - Your name, address, email address and Account number;
 - A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information; and
 - The date and dollar amount of the suspected error.

Notification should be made as soon as possible if you suspect there is an error.

Specific to Consumer Accounts Only:

We must hear from you no later than sixty (60) days after the first statement was made available to you on which the error or problem appeared. We will investigate your complaint and will correct any error promptly. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for new Accounts) after we hear from you. If we need more time, however, we may take

up to forty-five (45) days (ninety (90) days for new Accounts) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (twenty (20) Business Days for new Accounts) 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 in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. The extended time periods for new Accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the Account is made. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Commercial (Business) and Other Non-Personal Accounts

Business Account customers have a responsibility to contact the Bank immediately at the phone number and/or address noted the sections directly above for both lost and stolen User ID and Passwords and for errors or questions regarding electronic transfers. Contact us immediately in order to minimize your possible losses.

Security Procedures Agreed to be Commercially Reasonable

You will comply with the security procedures and requirements described in this Online Banking Agreement and in all Other Electronic Services Agreements, as well as any other security procedure requirements established by Bank of the Valley from time to time. You agree that given the size, type and frequency of your Account access and transfers you may initiate from the Accounts, those security procedures are commercially reasonable and Bank of the Valley may rely on those procedures to verify the authenticity of requests for Account access and transfer requests. You agree to be bound by any transfer requested in compliance with these security procedures whether actually authorized or not.

Modification of Terms

We have the right to modify or terminate this Online Banking Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Online Banking Agreement, no further transfers will be made and no other Electronic Services such as eStatements, Bill Pay or Cash Management will be available to you. If we modify this Online Banking Agreement, your continued use of our Services will constitute your acceptance of such changes in each instance.

Bank Liability

In any event, we will not be liable for any special, indirect, consequential, incidental or punitive losses, damages or expenses in connection with this Online Banking Agreement or the Services, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

You acknowledge and agree that there are alternative methods for accessing the information and conducting the transactions provided by our Services, such as payment by check. In the event you experience problems accessing our Services, you agree to access information and conduct transactions by alternative methods. There may be other exceptions to our liability as stated in other Bank

Documents you have been provided, which shall apply to this Online Banking Agreement as if repeated herein word for word.

Bank of the Valley is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their Access Devices using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Periodic Statements

You will receive periodic Account statements, either electronically by your election or paper by mail for your Account(s). Your statements will reflect any actions or transactions that have occurred and any associated fees for using our Services or that were assessed on your Account. You should promptly review your statements and any accompanying items and notify of any error, unauthorized transaction or any other irregularity by contacting the Bank at (402) 538-3025, in writing at Bank of the Valley, PO Box 7, Bellwood, NE 68624 or at any branch location to report any incidence above. You may also send us a secure email through your Online Banking account.

Service Termination

We may terminate this Online Banking Agreement and any Services provided at any time without notice, if we reasonably believe you are violating any of the terms and conditions of this Online Banking Agreement or any Other Electronic Services Agreement. Otherwise, either you or we may terminate this Online Banking Agreement and any Services provided at any time. To terminate your Services, you may:

- Write to us at Bank of the Valley, PO Box 7, Bellwood, NE 68624;
- Call us at (402) 538-3025;
- Visit one of our branch locations; or
- Write to us using the Contact feature in Online Banking.

If you terminate this Online Banking Agreement, you hereby authorize us to continue making transfers, payments and other transactions you have previously authorized until we have had a reasonable opportunity to act upon your termination notice. Once we have acted on your notice, we have no responsibility to make any transfers, payments or other transactions you may have previously authorized.

Effect of Account Closure or Restriction

If your Account is closed or restricted for any reason, after 30 days it will no longer show when you log in to Online Banking. If you do not “sign on” to our Services or have any actions or transactions scheduled through our Services for a period of time established by Bank of the Valley from time to time, your Services will be terminated for inactivity. You must contact the Bank at (402) 538-3025 to have Online Banking reactivated before you will be able to use it again.

Invalidity of Provisions

If any provisions of this Online Banking Agreement are held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired.

Governing Law and Jurisdiction

This Online Banking Agreement and any Other Electronic Services Agreements shall be governed by the internal laws of the State of Nebraska, without regard to the conflicts of law principles thereof. Bank of the Valley and you agree that we will bring any action or proceeding in respect of any claim arising out of or related to this Online Banking Agreement, Other Electronic Services Agreements or the transactions contemplated hereby exclusively in the courts of the State of Nebraska located in Butler County, Nebraska, or any federal court of competent jurisdiction located in or having jurisdiction over Butler County, Nebraska (the "Chosen Courts"), and, solely in connection with claims arising under this Online Banking Agreement, Other Electronic Services Agreements or the transactions that are the subject of this Online Banking Agreement or the Other Electronic Services Agreements, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party, and (iv) agrees that service of process upon such party in any such action or proceeding will be effective. We agree that the successful party shall be reimbursed by the unsuccessful party for all costs of the litigation incurred by them, including, but not limited to, reasonable attorney's fees.

Age and Responsibility

You represent that you or at least one Account owner are of sufficient legal age and capacity to use our Services and that you or at least one Account owner has the legal capacity to create binding and legal obligations for any liability you may incur as the result of use of our Online Banking Service. Except as otherwise provided by applicable law, in this Online Banking Agreement or in the other Bank Documents, you understand that you or the Account owner of legal age are financially responsible for all uses of our Services.

Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Online Banking Agreement and other associated agreements and any future disclosures required by law may be made electronically by posting the notice on the Website, Online Banking, the Bank's Mobile Banking App or at our option by email or by SMS text message. You further agree to notify us immediately of any change to your email address, phone number or mobile service provider. You agree that posting or providing of any notice or other type of communication required by this Online Banking Agreement or any associated agreement and any future disclosures as described shall constitute full notice to you.

Amendment or Changes

We may amend or change this Online Banking Agreement at any time by notice to you, unless applicable laws or regulations require otherwise. We may give notice by any one or more of the following methods, at our sole election:

- By sending notice via first-class mail or email at the address in our records;

- By placing a statement message on your periodic Account statement for any of your Account(s); and/or
- By posting a notice, alert or message on our Website, Online Banking and/or in the Bank's mobile app.

You will be deemed to have received any notice by email or by posting said notice on our Website, Online Banking or the Bank's Mobile Banking App immediately. You will be deemed to have received any notice sent via the United States Postal Service within five (5) calendar days of its mailing. Your continued use of our Services shall be your agreement to all amendments and changes.

We may assign the rights and duties under this Online Banking Agreement to another party. However, this Online Banking Agreement may not be assigned by you to any other person.

This Online Banking Agreement is the entire agreement between you and Bank of the Valley pertaining to our Services and supersedes any marketing delivered to you in writing, verbally or obtained at our Internet site.

Warranties Disclaimer

You expressly agree and understand that the Online Banking Services are provided to you on an "as is" and "as available" basis.

EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW OR FEDERAL REGULATION, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT OUR SERVICES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU.

By the initial and/or continued use of our Services, you acknowledge and agree that you have read and understood all of the terms and conditions contained in this Online Banking Agreement and the Bank Documents.