

# Online Banking Agreement and Disclosure

This Online Banking Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of the Online Banking service (“Service”). It also describes the rights and obligations of Valley Premier Bank (“Bank”). Please read this Agreement carefully. By requesting and using this Service, you agree to comply with the terms and conditions of this Agreement.

## I. Definitions – The following definitions apply in this Agreement:

- “Authorized Representative” refers to a person with authority (with respect to the account);
- “ISP” refers to your Internet Service Provider;
- “Online Banking” is the internet-based service providing access to your Bank account(s);
- “Online Account” means the Bank account from which you will be conducting transactions using a Service;
- “Password” is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- “PC” means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- “Time of day” references are to Central Standard Time;
- “User ID” is the identification code assigned to you for your connection to the Service;
- “We”, “us”, or “Bank” refer to Valley Premier Bank which offers the Service and which holds the accounts accessed by the Service; and
- “You” or “your” refers to the owner of the account or the authorized representative.

## Access to Service

You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Service may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

## Banking Transactions with Online Banking

**Account Access.** You may access your personal accounts online including checking, savings, certificates of deposit or loan accounts.

**Accounts with Multiple Owners.** If your Account has more than one owner, any owner may enroll the Account for the Service. Your Account cannot require two or more signatures or other authorizations to make withdrawals, transfers, or bill payments. You agree that you will not change the documentation on your Account to require two or more signatures or authorizations. If your Loan has more than one borrower, any borrower may access the Service.

**Transfer of Funds.** You may use Online Banking to conduct the transfer of funds between accounts at Valley Premier Bank. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds between your checking accounts, savings accounts and money market accounts. Transfer of funds must be completed on business days by 5:00 p.m. CST for same day credit. Any transfers after this time will be processed the following business day.

Transfer of Funds to and from non-Valley Premier Bank Accounts must be completed by 5:00 p.m. CST and will process within 2 business days.

*NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply: Money Market Savings Account preauthorized or automatic transfers, telephone transfers or Online banking transfers, transactions by check, draft, ACH, debit card or*

*similar order made payable to third parties are limited to six (6) transfers per statement period. Please note: If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.*

You are responsible for having enough Available Funds in your Account on the date transfers from the Account take place. We do not have to transfer any funds from your Account if you do not have enough Available Funds in your Account on the date of the transfer.

We will try to process transfers on the date you tell us to. However, you agree that some transfers may take longer to be processed. You should select a transfer date several days in advance of the date you want the transfer to take place.

### **Additional Services**

New services may be introduced for Online Banking from time to time. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### **Restrictions**

You must use Online Banking at least once every 6 months to keep the service.

### **Schedule of Fees**

The Bank offers the benefits and convenience of the Online Banking Service and Bill Pay OneClick free to you. There is a fee for Business Online Banking Cash Management Services. Please contact a Customer Service Representative at 218-233-2544 or 218-483-3361 for more information.

### **Statements**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

### **Use of Your Security Password**

- You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:
  - Do not give out your account information, Password, or User ID;
  - Do not leave your PC unattended while you are in the Bank's Online Banking Site;
  - Never leave your account information within range of others; and
  - Do not send privileged account information (account number, password, etc.) in any public or general email system.
  - If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 218-483-3361 between the hours of 8:00 am and 5:00 pm, Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability.
  - If you believe your Password has been lost or stolen, please use the Password change/forgot password feature within the Online Banking to change your Password.

Except when the law or this Agreement provide otherwise, Valley Premier Bank is not liable to you for your errors or negligent use of the Services, and we will not be responsible for or cover losses due to:

- Misuse of any services;
- Input errors;
- Unauthorized access to your Account resulting from your negligence (carelessness), such as sharing, writing, or entering your online banking password where others can see this information;
- Leaving your computer unattended while using online banking;
- Failure to report unauthorized Account access promptly;

- Viruses, which often cannot get into your computer unless you let them in by downloading programs, opening emails or attachments, or sharing any electronic storage devices (there are many virus protection/firewall programs available commercially to help you reduce, but not eliminate, this risk); or
- Unauthorized interception of, or access to, the Communications.

### **Use of Passwords**

You agree that Valley Premier Bank may act on any instructions we receive under your password. You also agree that you are bound by those instructions, regardless of whether you have authorized the instructions, and regardless of the number of signatures or authorization you require for withdrawals or transfers from your Account.

If you are a business, you agree that the password security described in this Agreement sets forth security procedures for electronic fund transfers that are commercially reasonable. For payment requests from business accounts that are subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), Valley Premier Bank is liable only for damages required to be paid under that law. In no event (except as may be required by law) will Valley Premier Bank be liable for any special, indirect or consequential loss, damage, costs or expense of any nature, including, without limitation, loss profits, even if we have been informed of the possibility of such damages.

### **Electronic Mail (Email)**

If you send the Bank an email message, the Bank will be deemed to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

*NOTE: Email transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system.*

### **Business Accounts**

If you are a business using Business Online Cash Management, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to: enter into this Agreement, as amended from time to time; access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and use any Online Banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

### **Terms and Termination**

**Term.** This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

**Termination for Cause.** We may immediately terminate your electronic banking privileges (including the Bill Pay OneClick Service) without notice to you under the following circumstances: you do not pay any fee required by this Agreement when due or you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

**Termination for Convenience.** To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Pay OneClick is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Bank by one of the following methods:

- By sending an email to [valleypremierbank@valleypremierbank.com](mailto:valleypremierbank@valleypremierbank.com);
- By calling 218-483-3361;

- By writing a letter and either sending it to the following address: Valley Premier Bank – Hawley Office, Attn: Operations Department, PO Box 648, Hawley, MN 56549, or giving it to a Customer Service Representative at any of the Bank’s locations.

We may convert your account to inactive status if you do not sign on to the Service(s) or have any transaction scheduled through the Service(s) (including the Bill Pay OneClick Service) during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service. **(See Restrictions.)**

### **Alerts and Reminders**

The Alerts and Reminders allow you to request and receive messages about your Account. You may receive Alerts and Reminders through email messages and/or text enabled cell phones or pagers. The Alerts and Reminders may not be encrypted, and may include your name and information pertaining to your Account.

Although Alerts and Reminders are designed to give you timely notice of specific events, they cannot provide immediate notice. Errors, interruptions, delays or failures in our delivery or your receipt of Alerts and Reminders can happen for a variety of reasons. These reasons may include technical difficulties experienced by Valley Premier Bank, your Internet service provider, or others. If you choose to have your Alerts and Reminders delivered to an email-enabled wireless device or certain other devices, a portion of the Alerts and Reminders, or related information and disclaimers, may be omitted.

If you use or rely on Alerts and Reminders, you do so at your own risk. Valley Premier Bank and its service providers make Alerts and Reminders available to you on an “as is” basis without any express or implied warranties of any kind.

### **Electronic Fund Transfer Provisions for Consumers**

***Applicability.*** These provisions are only applicable to online electronic fund transfers which credit or debit a consumer’s checking, savings or other asset account and are subject to the Federal Reserve Board’s Regulation E (an “EFT”). When applicable, the Bank may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

***In Case of Errors or Questions About Your Electronic Transfers.*** Telephone us at 218-483-3361, write us at: Valley Premier Bank, PO Box 648, Hawley, MN 56549, or email us at [valleypremierbank@valleypremierbank.com](mailto:valleypremierbank@valleypremierbank.com) 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 questions in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts,

point of sale debit card transactions, or foreign-begun transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

***Liability for Unauthorized Transfers.*** Tell us AT ONCE if you believe your online banking password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within sixty (60) days after you receive a statement that shows any transfers that you did not make, you can lose no more than \$50.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after you receive the statement, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 218-483-3361, or write us at Valley Premier Bank, 416 6<sup>th</sup> St., PO Box 648, Hawley, MN 56549. You should also call the number or write this address if you believe a transfer has been made using your password without your permission.

***Our Liability for Failure to Make Transfers.*** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions in our agreement with you.

***Indemnification.*** You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, and employees harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

***Third Parties.*** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Mozilla (Mozilla Firefox browser) or Microsoft (Internet Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

***Virus Protection.*** The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

### **Use of the Services for Illegal Purposes**

You agree that you will not use the Services for any illegal purposes including but not limited to illegal Internet gambling. You will comply with all regulations, policies and procedures of networks through which you access and use the Services.

### **General Terms and Conditions**

**Bank Agreements.** In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.

**Changes and Modifications.** The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via email and you will have to be deemed to have received it three (3) days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

# Mobile Banking Agreement and Disclosure

## Definitions

**Available Balance** means the balance available at the time you make your request, which is the total balance less any amounts that are held (e.g. based on funds availability), pledged (e.g. as security for a loan), or otherwise subject to restraint (e.g. due to legal process or levy). All outstanding transactions or holds on your Account may not be included as of the time of your request. Available Balance may not be the same as Collected Balance or Ledger Balance. When a transaction results in an advance from your Convenient Credit line to the checking account, the amount advanced and the balance on your Convenient Credit line will be charged interest.

**Mobile Banking** Accessing Internet Banking to view your account(s) and/or perform transactions from your mobile device. Mobile Banking is offered as a convenience and as a supplemental service to our regular Internet Banking Services. It is not intended to replace access to Internet Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Valley Premier Bank account information, transfer funds, view account activity and available funds, and perform certain other transactions. To utilize Mobile Banking, you must be enrolled to use Internet Banking services.

**Mobile Device** A cellular phone or other wireless, electronic, communicable instrument that is internet-enabled and allows secure SSL traffic which is also capable of receiving text messages.

## Mobile Banking

Mobile Banking is bound within the terms and conditions of this Agreement and, from time to time, we may amend the terms affecting Mobile Banking services and modify or cancel these services altogether, without notice, except as may be required by law.

We reserve the right to limit the types and number of accounts and the right to refuse to make any transaction request made through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

If you have problems with Mobile Banking, please contact a Customer Service Representative at 218-233-2544 or 218-483-3361.

Valley Premier Bank may modify Mobile Banking services from time to time and add and/or remove certain features at our sole discretion. Any such added Mobile Banking services or features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking services or features are added and/or at the time of enrollment for the services or features, if applicable. In

the event of any such modifications, you are responsible for making sure you understand how to use the Mobile Banking services as modified. You also accept responsibility for making sure that you know how to properly use your mobile device and we will not be liable to you for any losses caused by your failure to properly use the Mobile Banking services on your mobile device.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supported on all mobile devices. Valley Premier Bank cannot guarantee and is not responsible for the availability of data services provided by your network carrier, such as data outages, 'out of range/area' issues, or if internet access is provided at all. Furthermore, Valley Premier Bank does not make any representation that any content or use of Mobile Banking is available for use in locations outside of the United States and accessing Mobile Banking from locations outside of the United States is at your own discretion.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service carriers, including but not limited to, your network carrier, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your network carrier for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your network carrier is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier directly without involving Valley Premier Bank.

**Enrollment/Activation.** To enroll in Mobile Banking, you must have at least one active Account in good standing. You must have a mobile device with internet access to use with Mobile Banking.

**Description of Mobile Banking.** Mobile Banking is accessible via our mobile enhanced website and Apple or Android apps that are available for free in their respective app stores. The apps are an internet-based platform you access via an app on your mobile device that allows you to perform available Internet Banking functions.

**Electronic Communications Consent.** By accepting this Agreement and using Mobile Banking, you agree to receive Electronic Communications (including notices and disclosures required by law or regulation) about Mobile Banking services via your mobile device. To receive an Electronic Communication from us, your mobile device must be web-enabled and/or capable of receiving text messages. If an Electronic Communication is required by law or regulation, we will provide the Electronic Communication via your mobile device. If you want a paper version of any Electronic Communication or to withdraw your consent to receive Electronic Communications about Mobile Banking services, you may call the customer service number in the Mobile Banking section above; you will not be charged a fee for the paper version. If you withdraw your consent to receive Electronic Communications, we may terminate your Mobile Banking service. For additional provisions regarding electronic communications for your Accounts and services, see your online banking agreement or the E-Sign Agreement you received when you enrolled in online banking and/or e-statements, if applicable.

**Your Mobile Banking Responsibilities.** In addition to the terms and conditions in other sections of this Agreement and your Responsibilities in the Electronic Funds Transfers Provisions section below:

You agree to monitor your Account and important Account information through your Online Banking Service, periodic statements for your Account, if applicable and important notices about your Account delivered by us electronically or by mail, in addition to any services or information you may receive through Mobile Banking.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your mobile device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

You agree to notify us immediately if you lose, or change or cancel the number of your registered mobile device.

If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with the mobile device immediately.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk, and you are responsible for compliance with local laws.

### **Electronic Funds Transfer Provisions**

- A. Permitted Mobile Banking Transfers.** To request a transfer, select transfers and follow the instructions provided on your mobile device. If you submit your transfer request prior to the transfer deadline established by the Bank from time to time for Mobile Banking transfer service ("Mobile Transfer Cutoff Time"), 5:00 pm you will initiate an immediate Internal Transfer via Mobile Banking. Mobile Transfer Cutoff Time may be different than other transfer cutoff times. Transfer requests after the Mobile Transfer Cutoff Time are treated as made the next Business Day.
- B. Bill Pay OneClick.** Bill pay is accessible via Mobile Banking. Please see the Bill Pay Agreement for specific provisions on its use.

You must have sufficient funds available in the selected Account at the time the transfer request is received.

Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Account Disclosures. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your Account balance and transaction history before withdrawing the transferred funds. You may also call us at the customer service number in the Mobile Banking section above or on your statement to confirm any transfer.

We will notify you of any changes, fees, or other information about Mobile Banking, if required by law, via your mobile device and at [www.valleypremierbank.com](http://www.valleypremierbank.com). Notices required to be given by us under this Agreement or by law may be sent electronically or in writing mailed to you at the mailing address set forth in the enrollment form.

**Our Limited Liability for Use of Mobile Banking.** Our Mobile Banking services are provided to you on an "AS-IS" AND "AS-AVAILABLE" BASIS. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS THAT YOU WILL HAVE CONTINUOUS OR UNINTERRUPTED ACCESS TO MOBILE BANKING OR ITS CONTENT OR FUNCTIONS, OR THAT SUCH FUNCTIONS WILL BE ERROR-FREE OR ANY ADVERTISEMENTS, OR WEBSITES IN CONNECTION WITH THAT SERVICE, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF MOBILE BANKING (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MOBILE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state. In addition, see Electronic Funds Transfer Disclosure section for limits of liability provisions for transfers made using Mobile Banking, which section applies only to the extent not consistent with this limitation of liability provision.

IN NO EVENT WILL VALLEY PREMIER BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF



SUBSTITUTE OF GOODS OR MOBILE BANKING), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF MOBILE BANKING. THE AGGREGATE LIABILITY OF VALLEY PREMIER BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to you.

## Mobile Deposit Policy

**Service.** The Mobile Deposit service (“Service”) is designed to allow customers (“You”) to deposit checks to their designated checking or savings account (“Account”) with Valley Premier Bank (“Bank”) using approved mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.

**Relation to Internet Banking.** Mobile Deposit is offered as a convenience and supplemental service to our Internet Banking Services. Mobile Deposit is not intended to replace access to online banking from your personal computer or other methods you use for managing your accounts and services with us. In utilizing Mobile Deposit, you agree to the terms and conditions of our Online Banking Agreement. This Agreement is a supplement to the Online Banking Agreement. In the event of a specific conflict between the terms of this Agreement and your Online Banking Agreement and relating to Mobile Deposit, the terms of this Agreement shall prevail.

**Acceptance of these Terms.** By electronically accepting this Agreement, you are agreeing to all of the terms and conditions outlined within it. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change. You will be notified of any changes to this Agreement. We will provide you with advance notice if any changes to this Agreement are required by applicable law.

**Qualifications.** Use of the Service is subject to Bank approval. In order to be eligible to use the Service you must have at least one active Account in good standing. You need to be enrolled in Internet Banking and download the Valley Premier Bank Mobile App. The Bank may, in its sole discretion, revoke your qualification for the Service at any time.

**Limitation of Service.** When using the Service, you may experience technical or other difficulties. We are not liable for or responsible for any technical difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

**Ineligible Checks.** You agree that you will not use the Service to scan and deposit any checks as listed below:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks containing obvious alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.

- Checks dated more than 6 months prior to the date of deposit or future-dated checks.
- Checks that are in any way incomplete.
- Checks prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Account Agreement.
- Checks on which the numerical and written amount are different.
- Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute and remotely created checks.
- Checks that are payable to cash.
- Checks that have previously submitted through the Service or through a remote deposit capture service offered at any other financial institution.

**Image Quality.** The image of a check transmitted to the Bank using the Service must be legible, as determined by the sole discretion of the Bank. The image that is transmitted must be of such quality that the following information can easily be read:

- The amount of the check.
- The payee.
- The drawer's signature.
- The date of the check.
- The check number.
- Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including the routing number, account number and check number.

**Endorsements.** You agree to endorse any item transmitted through Mobile Deposit as follows:

- *Signature/Endorsement of Payee*
- *For Mobile Deposit Only at Valley Premier Bank*

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

**Receipt of Checks.** We reserve the right to reject any check transmitted using the Service, at our discretion, without liability to you. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when the funds are deposited in your account. Receipt of such confirmation does not mean that the transmission was error free or complete. Receipt of such confirmation or funds does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

**Availability of Funds.** Our standard practice is to make funds from your mobile deposit available to you on the first business day after we receive your deposit. For determining the availability of your deposits, business days are Monday through Friday, except Federal Holidays. The Cut-Off Time is 4:00 P.M. CST. Any mobile deposits received after 4:00 P.M. CST will be processed the next business day. Funds will be available as described in our Funds Availability Disclosure.

**Disposal of Transmitted Checks.** Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as "Electronically Presented" and to properly store the check to ensure that it is not presented again for payment. You agree that you will never represent the check to the Bank or any other financial institution. You agree to retain all checks you have deposited

through the Service for at least 14 business days and, following the 14-day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again.

**Returned Checks.** Any credit which we deposit into your account immediately following a transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account, it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our Fee Schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account.

**Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which exceed your deposit limits.

**Confirmation of Deposits.** It is your responsibility to verify that your deposit has been completed successfully by signing into the mobile application, viewing the status of your mobile deposit history and verifying the funds are available in your account.

**Errors.** You agree to notify Bank of any suspected errors regarding checks deposited through the Service right away, and in no event later than 60 days after the applicable Bank account statement is mailed to you. Unless you notify Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Bank for such alleged error.

**Errors in transmission.** By using the Service, you accept the risk that a check may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your device. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Ownership & License.** You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, website(s) and app(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible for the security of your mobile device. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate,

incorrect or otherwise improper or unusable images to us. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title and interests in and to the Service, Software and Development made available to you.

**DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN GIVEN.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**User Warranties and Indemnification.** You warrant to Bank that:

- You will only transmit eligible checks.
- Images will meet the image quality standards.
- You will not transmit duplicate checks or checks previously deposited at a financial institution.
- You will not deposit or represent the original check.
- All information you provide to Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.