ONLINE BANKING AGREEMENT AND DISCLOSURE

Elkhorn Valley Bank
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(402)371-0722
www.evb.bank

ONLINE BANKING AGREEMENT. This Online Banking Agreement and Disclosure ("Agreement") governs the use of our Online Banking Services ("Online Services") and serves as the agreement between you and Elkhorn Valley Bank. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of Online Services constitutes your acceptance and agreement to the terms and conditions of this Agreement as well as any other terms made available to you using Online Services. Additionally, your use of any Online Services that we introduce in the future constitutes an acknowledgment and agreement to the terms and conditions associated with those Online Services. Any agreements, amendments, notices, periodic statements, and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us prior to acceptance.

DEFINITIONS.

1.1 The terms "you," "your," "authorized user," and "account owner" refer to the account owner, authorized signers, or individuals authorized by the account owner to access Online Services. The terms "we," "us," and "our" refer to Elkhorn Valley Bank, the financial institution.

1.2 "Account" refers to your account(s) with us that you have designated for Online Services access and that we allow to be included under these Online Services. The type(s) of account that may be designated for Online Services include consumer and commercial deposit accounts, such as Checking, Savings, NOW, Money Market, and Certificate accounts. You must be an account owner/authorized signer for each account that you designate and each account must permit withdrawal by a single signer.

1.3 "Login Credentials" refers to Username and Password that must be used to securely access your account information.

1.4 "Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Truth In Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure, Privacy Disclosure, Substitute Check Policy Disclosure, as well as any Fee Schedule.

1.5 "Business Day" refers to the financial institution's hours of operation for the purpose of conducting banking business: Monday through Friday, holidays are not included.

1.6 "Check Image" refers to the digital image of any check you transmit to us using Remote Deposit Capture.

1.7 "Item" refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.

1.8 "Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: (1) a negotiable demand draft drawn on or payable through or at an office of a bank; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (5) a United States Postal Service money order; or (6) a traveler's check drawn on or payable through or at a bank. The term check includes an original check and a substitute check.

1.9 "Original Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: the first paper check issued with respect to a particular payment transaction.

1.10 "Substitute Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: a paper reproduction of an original check that – (1) contains an image of the front and back of the original check; (2) bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140; and (4) is suitable for automated processing in the same manner as the original check.

1.11 "Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.

1.12 "Electronic Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that— (1) is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

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SYSTEM REQUIREMENTS. Online Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through internet access on your personal computer or via a wireless handheld device. You must meet the following minimum software and hardware requirements for each device you use to access Online Services:
An internet enabled device with current security patches. If you decide not to maintain such hardware and software, you may cancel Online Services at any time.

ACCOUNT ACCESS. You may access your Account(s) at Elkhorn Valley Bank's website, www.evb.bank. You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Services. We may also utilize unique identifying information to confirm your identity. Your Login Credentials are used to gain access to Online Services and should be kept confidential at all times. It is recommended that you change your Login Credentials through Online Services, or with the assistance of our customer service, as allowed by our security requirements. There may be additional or optional security measures instituted by us to ensure the security of Online Services.

USE OF PERSONAL INFORMATION. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

ACCOUNT LIABILITY FOR UNAUTHORIZED ONLINE ACCOUNT USE. Subject to federal and state law and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

Please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure for our liability policy. As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Services, and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s). If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Services, we recommend that you change your Login Credentials if possible and notify us immediately.

TRANSACTIONS AND FUNCTIONS OF THE SERVICES. The transactions and functions available through Online Services may include, but are not limited to, the following:

- Transfer of funds between Accounts
- Transfer of funds between Accounts on a recurring basis
- Balance inquiry on each Account
- Request or retrieve a copy of a paid check, paid share draft, or past statement on the Account
- Re-order checks for your Account(s), as applicable
- Change the Account(s) and Access Information for Online Services
- Conduct secure email communication with us regarding Online Services
- The use of our Bill Pay Services
- The use of Remote Deposit Capture ("RDC") services
- The use of Mobile Banking services
- Other: e-Statements (Electronic statement delivery)
- Other: External Transfers
- Other: Text Banking
- Other: Loan Payments

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type, or other Online Services limitations. We reserve the right to restrict the use of Online Services for any account type or to impose any other limitation or restriction on the use of Online Services.

ONLINE TRANSACTION FUNDING. In order for us to process an Online Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any non-sufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to

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complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Services privileges. If you have opted in to overdraft services, please refer to your account opening Disclosures for any overdraft services policies related to funding your accounts and any overdraft fees.

EFFECTIVE TIMING OF TRANSACTIONS. Online Services are available at any time or day, unless the system is undergoing maintenance. The posting of Online Services transactions before 7:00 PM Central on a Business Day will post the same day and will be included in the available funds for the receiving Account. Transfers requested after 7:00 PM Central on a Business Day or requested on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.

CANCELING A TRANSFER. A one-time transfer is immediate and cannot be canceled. The deadline for canceling a recurring transfer request is three business days prior to the next scheduled transfer. If you have any questions or problems canceling the transfer, please contact us.

COST OF SERVICE. Account transaction fees as stated in any Disclosures and Fee Schedule provided to you remain in effect and are not eliminated or changed with the use of Online Services. You have sole responsibility for any service fees you incur from your telephone, internet, or wireless service providers.

BILL PAY SERVICES. You can access Bill Pay Services in the same manner that you access other Online Services by using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated Account to be debited for your bill-paying activities. You may make an unlimited number of transfers or withdrawals from your Savings and Money Market Accounts.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least one days as set-up time for Checks and online payments through Bill Pay Services. If we pay your bill by issuing a Check, we may, at our discretion, send the Check to the payee before the due date you selected. The payee may cash the Check before or after the selected due date. If your account has insufficient funds when the payee cashes the Check and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees. Refer to the Account Agreement for more information. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that payee through Bill Pay Services.

We assume responsibility for all reasonable efforts to process your payments through Bill Pay Services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated Account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using Bill Pay Service.

CANCELING BILL PAY SERVICES. You may cancel Bill Pay Services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancelation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.

ADDITIONAL BILL PAY SERVICES INFORMATION. There is a $10,000 per item limit as well as a $20,000 per day limit on bill pay transactions. The cut-off time for Bill Pay transactions is 3:00 PM Central on a Business Day.

REMOTE DEPOSIT CAPTURE ("RDC"). RDC services allow you to make deposits to your Account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use this Check Image to create an Electronic Check or Substitute Check for collection. The Check Clearing for the 21st Century Act and Regulation CC govern the use of RDC services and have enabled financial institutions to accept Substitute Checks, which are the legal equivalent to Original Checks for all purposes.

RDC FEES AND CHARGES. Any and all fees and charges associated with your Accounts remain in effect when accessing and using RDC services. You understand that standard data charges and messaging rates imposed by your wireless service provider

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may apply and that these rates and charges are your sole responsibility. Please contact your service provider for additional information.

ELIGIBILITY OF ITEMS. You may only submit Items for deposit that are within the dollar limits established for you. We reserve the right to limit the dollar amount and frequency of deposits made through RDC services by you, and we may raise or lower your dollar limit in the future at our sole discretion at any time. You agree that we are not obligated to accept any Check Image that we determine to be ineligible and you agree to deposit only Checks as defined by section 1.8 in the DEFINITIONS section of this Agreement. You acknowledge that ineligible Items include, but are not limited to, the following: ACH payments or wire transfers, Items drawn on banks located outside of the United States, cash, illegible Items, incomplete Items, Items which are altered in any way, any Check that has previously been converted to a Substitute Check, any Item that contains indecipherable magnetic ink character recognition ("MICR") data, any Check originally made payable to a party other than you and any stale or post-dated Items.

PROCESSING REQUIREMENTS. You agree you will not alter any Original Check or Check Image under any circumstance and you warrant that all Original Checks are authorized for the amount stated on the Check by the person who created the Check. At the time of presentment to you by drawer, any Checks that you initiate for deposit must contain all necessary information on the front and back of the Check, including all endorsements, the identity of the drawer and paying bank that is preprinted on the Check, and the image quality must be in compliance with the minimum requirements established by the American National Standards Institute ("ANSI"). Determination of image quality compliance is in our sole discretion and any Check may be rejected if it does not meet this criteria. You also agree that all Check Images you submit for deposit through RDC services will not contain any viruses or other potentially harmful attributes.

ACCEPTANCE OF ITEMS. We are not responsible for any Items which we do not receive. Items received will each be reviewed for acceptability and any accepted Item will be converted into a Substitute Check. You agree that electronic conveyance of a Check does not equate to receipt of the Check. You agree that a notice confirming receipt of your deposit does not mean the Item is error-free or that it will not be rejected upon further review. If we do reject an Item for any reason, we will provide you with a notice of rejection; however, we will not be liable for loss suffered as a result of the rejected Item. We will also provide you with a notice if your deposited Item is dishonored, in which case you permit us to debit such amount from your account. You may confirm receipt of all deposited Items by viewing your account statements or by contacting us.

RETENTION AND DISPOSAL OF CHECKS. You agree to securely preserve and protect each Original Check for a period of 60 (commercial accounts) or 45 (consumer accounts) days and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an Item, you agree to indicate its presentment via electronic means directly on the Original Check. You agree you will not deposit or submit any Original Check which you have already submitted or deposited electronically into an account you own with us or at any other financial institution. At the expiration of the 60 (commercial accounts) or 45 (consumer accounts) day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a Check Image after presentment to us is your responsibility and you will be solely liable for any resulting loss.

ADDITIONAL REMOTE DEPOSIT CAPTURE INFORMATION.

RDC Effective Timing of Transactions. The posting of RDC transactions before 4:00 PM Central on a Business Day will post the same day and will be included in the available funds for the receiving Account. RDC transactions received after 4:00 PM Central on a Business Day or on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.

MOBILE BANKING. Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to, viewing account balances, remote deposit capture, and text message banking.

ACCESSIBILITY AND LIABILITY. Our Mobile Banking services are designed to be available 24 hours each day, 7 days per week. We do not warrant that Mobile Banking services will always function properly or that disruption or suspension of Mobile Banking services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses resulting from the interruption of Mobile Banking services. You also agree that these Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Banking services.

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MOBILE DEVICES. You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.

TRANSACTION LIMITS. You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.

ADDITIONAL MOBILE BANKING INFORMATION.

Mobile Deposit Effective Timing of Transactions. The posting of Mobile Deposit transactions before 4:30 PM Central on a Business Day will post the same day and will be included in the available funds for the receiving Account. Mobile Deposit transactions received after 4:30 PM Central on a Business Day or on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.

Mobile Deposit Endorsement Requirements. Information on the back of the check needs to include endorsement exactly the way the check is made payable and a written statement saying 'For Mobile Deposit Only'.

YOUR LIABILITY. You are responsible for the activity performed through Online Services using your Login Credentials, including any activity performed by others who use your Login Credentials whether or not authorized by you. You also agree to review your Account activity online, through periodic statements or through the use of any other application. If you have any questions or concerns about any Online Services activity, you should contact us immediately.

You acknowledge that you do not own or have any proprietary rights to Online Services and any unauthorized reproduction in whole or in part is strictly prohibited. You agree not to use Online Services to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, Nacha Operating Rules, the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regards to these Online Services and any transaction or functions performed using these Online Services. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Account Agreement will take precedence over this Agreement.

OUR LIABILITY. We are responsible for taking all reasonable measures to ensure that Online Services are available and functioning optimally, reserving the right to temporarily remove Online Services from access for maintenance or upgrades. We also accept responsibility to process any function or transaction requested by you through Online Services in a timely manner when submitted within the terms and conditions of this Agreement.

The hardware and software specifications for these Online Services are located in the System Requirements section above. We accept no responsibility, and you agree to hold us harmless for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communications in the service provided by your web browser, wireless provider, or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless for any system virus or other system problem attributable to Online Services or to your internet or wireless service provider.

CANCELING SERVICE. You may cancel any or all of these Online Services at any time by contacting us. Upon cancelation, you agree to immediately discontinue any use of our Online Services, and you agree to remain liable for all transactions performed on your Accounts. We reserve the right to refuse your application for Online Services if your Accounts are not in good standing, and to suspend, restrict, or cancel your authorization to use Online Services at any time, at our discretion. We will take reasonable measures to reach you concerning the Online Service cancelation, but are under no obligation to provide you such notice. If Online Services are reinstated, this Agreement will remain in effect.

GOVERNING LAW. The terms and conditions of this Agreement are subject to and governed by the laws of the state in which the account was opened and federal law. The Accounts designated for access through Online Services continue to be governed under this Agreement and the Disclosures provided to you for each Account. We will notify you of any changes as required by law.

SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is found to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ASSIGNABILITY. We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your right and duties under this Agreement at any time.

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NO WAIVER. You understand and agree that no delay or failure on our part to exercise any right, remedy, power, or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power, or privilege.

ADDITIONAL ONLINE SERVICES INFORMATION.
Product Limits

External Transfer limits to send funds to an external account is $5,000 daily limit. External Transfer limits to receive funds from an external account is $20,000 daily limit.
Mobile Deposit has a daily limit of $5,000 and a daily item limit of 10.

Electronic Statement Disclosure Agreement

Acknowledgement
By your acceptance, you have agreed to this Electronic Terms and Conditions Statement as your consent for Elkhorn Valley Bank & Trust to provided statements and all accompanying legal notices/disclosures where required by Federal Regulation relating to account(s), communications and information to you in electronic format rather than in paper form. You have read and understand the following information, accept to receive your account statements and notices electronically and agree to receiving email notifications that your e-Statement is available for your account(s) in Elkhorn Valley Bank & Trust's online Internet Banking product. Our privacy policy that has been previously provided to you will apply to this service and is made a part of this agreement.
For your convenience, this disclosure is written in a "Question and Answer" format. If you have any questions about e-Statements that are not answered, feel free to communicate with us using any of the following "Contacts":
• Call us at: (402) 371-0722
• Send us an email at: support@evb.bank
• Visit a customer service representative at any of our branch offices
Elkhorn Valley Bank & Trust is committed to ensuring the safety of your financial information. We would like to remind you that e-mails are not secure. Confidential information such as social security numbers, account numbers, access ID's or passwords should not be used when communicating via e-mail.

What is an e-Statement?
E-Statement is an option to receive your statements by electronic format through Internet Banking with Elkhorn Valley Bank & Trust for eligible accounts. E-Statements will be viewed electronically in a PDF (Portable Document Format). You will be able to view your statements online, save them to your computer or print them for your convenience. Any legal notices that normally accompany your mailed statement or are mailed to you in a separate mailing will be delivered electronically. These include but are not limited to: Privacy Policy, Funds Availability Policy and Electronic Funds Transfer Act Disclosure and Agreement. After enrolling in the e-Statement Service, you will no longer receive a mailed paper statement or notices.

What accounts are eligible for e-Statements?
You must be enrolled in Elkhorn Valley Bank & Trust's Online Banking service to sign up for e-Statement Service. Personal Checking, Business Checking, Savings, and Money Market accounts all qualify for e-Statement services. Each account must be enrolled for the service and e-Statements will be available at the same frequency as your statement was previously mailed.

What if I change my mind about receiving e-Statements, legal notices, and disclosures electronically, what can I do?
You can change your mind and withdraw your enrollment in the e-Statement Service at any time. You can withdraw your consent by sending us your written request to Elkhorn Valley Bank & Trust 404 South 25th Street, Norfolk, NE 68701 or visit a customer service representative at any one of our branch offices. The withdrawal consent should be received at least 5 business days before the end of your normal statement cycle.

How do I change from receiving e-Statements, legal notices, and disclosures electronically to receiving in paper form through Online Banking service?
Simply log into Elkhorn Valley Bank & Trust's Online Banking service, select Accounts > Documents > Delivery Setting or log into the app, Select More > Statements and Documents > Delivery Preferences. Beside each account(s) that you wish to receive as a paper statement, change the selection from Online to Paper in the Delivery Method column and click Submit.

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What are the minimum recommended hardware and software requirements for me to access or retain the electronic records?

• Your system must have the following necessary hardware and software in order to receive and retrieve electronic records: an internet enabled device with a stable release of either Google Chrome, Firefox, Safari, or Microsoft Edge. This will allow you to be able to access PDF (Portable Document Format) documents.

• You must have a printer capable of printing documents or sufficient computer space to save copies of documents.

We will notify you by email of any change to the minimum hardware or software requirements to access your electronic records. At that time, you will be allowed to choose whether you still want to give us your consent to receiving communications or information by electronic format. If not, you will be allowed to withdrawal consent at that time.

How will the electronic records be provided to me?

We will notify you by email that your current record is available. You will sign into Elkhorn Valley Bank & Trust's Online Banking product using your access ID and password to retrieve the record.

Are there any additional requirements for receiving e-Statements?

You must provide us with your current email address and always keep it current. If we do not have your current email address, you may not receive electronic notification in a timely manner. You can update your email address by signing into Elkhorn Valley Bank & Trust's Online Banking product and selecting Self Service > Self administration > Personal Preferences > select (+) ADD to add a new email, or when logged into the app select More > Login & Security > Contact Info > Add email address.

Additional e-Statement Terms and Conditions

Scope of Consent for Electronic Delivery of Statements

Elkhorn Valley Bank & Trust has absolute discretion to make e-Statements available to you. Further, Elkhorn Valley Bank & Trust has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend, or discontinue e-Statements without giving any reason and you understand that by using e-Statements after any modification or change has been affected, you would have to agree to such modification of change.

Duty to Review Periodic Statements

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

Elkhorn Valley Bank & Trust e-Statement Procedures

You must enroll each of your deposit account(s) for which you want to access e-Statements. To enroll your account(s) for e-Statement access, simply log in to Elkhorn Valley Bank & Trust's Online Banking service; select Accounts > Documents > Delivery Settings. Beside each account(s) that you wish to receive an e-Statement, change the selection from Paper to Online in the Delivery Method column. Once you have reviewed the terms of the Statement Service Agreement and Disclosure, check the box attesting to the terms, click Submit and your account(s) will be enrolled. Your e-Statement for your current statement cycle should be available for viewing the business day after your statement date. For your first e-Statement cycle, you will receive an automated notification shortly after the end of each statement period informing you that your e-Statement is ready for viewing as well as information on how to access your e-Statement. Any notifications or disclosures will appear as PDF (Portable Document Format) attachments.

Joint Accounts

If your Elkhorn Valley Bank & Trust account is jointly owned with another person, either account holder may consent to receive electronic disclosure and e-Statements and that person's election to access e-Statements shall apply to both of you. Elkhorn Valley Bank & Trust will automatically turn off the paper statement for that account after the first e-Statement has been made available.

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Security
You agree that Elkhorn Valley Bank & Trust shall not be liable if you are unable to gain access to the website or Elkhorn Valley Bank & Trust system from time to time. You understand that some or all of the e-Statement services and/or other Elkhorn Valley Bank & Trust system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond Elkhorn Valley Bank & Trust's control. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statement for each of your Elkhorn Valley Bank & Trust accounts as soon as you can access it. You agree to protect the confidentiality of your account and account number and your personal identification information. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. The Bank will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and online banking notices. You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the internet, or email transmitted to and from us, will not be monitored or read by others.
In order to help protect your personal information, we recommend that you install firewalls, anti-virus, and spyware protection software (and update as required) on your computer. We also recommend that you update your operating system and browser application on a periodic basis to better protect your computer and online banking sessions. Elkhorn Valley Bank & Trust does not warrant the security or confidentiality of any information transmitted through any applicable Internet service provider, information/communication network service provider, network system or such other equivalent system in any jurisdiction via e-Statements. You agree that you shall not disassemble, decompile, copy, modify or reverse engineer any Elkhorn Valley Bank & Trust proprietary software or allow anyone else to do so.

Password Security
Your User ID and password that are used to access Online Banking services should be kept confidential. We strongly recommend that you change your password regularly. You are responsible for keeping your password, account numbers and other account data confidential.

Change in Terms
The Bank reserves the right to change the terms and conditions of this agreement (including fee schedule) at any time, which includes the addition and deletion of e-Statement services. We shall update this agreement on our website and may notify you of such changes by mail or electronic message to your most recent address listed on our records. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. By using the e-Statement service when the changes become effective, you agree to be bound by the revised terms and conditions contained in this agreement or you can decline the changes by discontinuing the use of the e-Statement service and notifying us of your election by e-mail or regular mail. The Bank reserves its right to terminate this Electronic Statement Disclosure Agreement and your access to the e-Statement service, in whole or in part, at any time, including but not limited to when customers have not logged in to use Online Banking services for over 180 days.

Disclaimer of Warranty and Limitation of Liability
We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the e-Statements provided to you under the Agreement. We do not and cannot warrant that the e-Statement service will operate without error, or that the e-Statement service will always be available. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the e-Statement service, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.
Elkhorn Valley Bank & Trust makes no warranty that:
• The service will be uninterrupted, timely, secure, or error-free
• The service will meet your requirements
• The results that may be obtained from the use of the service will be accurate or reliable

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• The quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations
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Elkhorn Valley Bank & Trust shall 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 intangible losses resulting from:
• The use or the inability to use the service
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• Unauthorized access to your transmission
• Unauthorized alteration of your data
• Statements or conduct of the third-party service provider
• Any other matter relating to the service
Elkhorn Valley Bank & Trust cannot control information on other web sites. We are not responsible for the content or privacy of web sites linked from Elkhorn Valley Bank & Trust's web sites. Please review the privacy policy of the service provider.

Our Right to Terminate
You agree that we can terminate the e-Statement service and revert to printed statements for any reason at any time.

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