



**UNITED VALLEY BANK
ELECTRONIC STATEMENT DISCLOSURE AGREEMENT**

Electronic Delivery of Statements and Notices

By accepting the "United Valley Bank Electronic Statement (e-Statement) Disclosure Agreement", you consent and agree that United Valley Bank may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your United Valley Bank deposit account(s).

Definitions

As used in this Agreement, the words "we", "our", and "us", mean United Valley Bank. "You" and "your" mean the account owner(s) authorized to receive e-Statements under this Agreement. "Account" or "accounts" mean your deposit accounts at United Valley Bank. "Business days" means Monday through Friday, excluding Federal holidays.

Scope of Consent for Electronic Delivery of Statements

Your consent to receive e-Statements covers the periodic statements you are provided in connection with your United Valley Bank deposit account(s). Your consent also covers disclosures that are required with your account statements, including, but not limited to, the error resolution notice required by the Electronic Fund Transfer Act, as well as marketing information on products and/or promotions that United Valley Bank may provide to you electronically. By using e-Statements, you accept and agree to be bound by the general terms and conditions governing e-Statements, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to e-Statements now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that United Valley Bank may from time to time make available to you in connection with e-Statements.

United Valley Bank has absolute discretion to make e-Statements available to you. Further, United Valley Bank 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. You understand that by using e-Statements after any modification or change has been effected, you would have agreed to such modification or change.

Each month we will send an email notice to you advising you of the availability of your e-Statement, which can be accessed with the password supplied to you.

Scope of Consent for Electronic Delivery of Notices

Your consent to receive electronic notices covers any notice or other type of communication provided to you pursuant to the terms of this Agreement.

We will send all notices, attachments, and/or documents via e-mail to the last known email address provided by you. You agree to notify us promptly of any change of your email address.

United Valley Bank e-Statement Procedures

You must enroll each of your deposit account(s) which you want to access. Your e-Statement for your current statement cycle should be available for viewing the business day after your statement date. You will receive an

automated notification email shortly after the end of each statement period informing you that your e-Statement is ready for viewing by using the password supplied to you.

Requesting to Receive Paper Statements/Notices or Withdraw Consent to Receive e-Statements/Notices

You may receive a paper copy of any electronic statement/notice or withdraw your consent to receive electronic statements/notices and resume receiving paper statements/notices at any time. Please contact customer service by any of the methods listed below to do so. Termination of this agreement will result in United Valley Bank mailing your paper account statements and disclosures to the address United Valley Bank has on file.

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 transaction, or any other irregularity. 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 email notification date regardless of when you access and/or review your e-Statement. If you do not immediately report to United Valley Bank 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 respects.

Change of Mailing Address, Email Address, and Other Information

You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement. To notify us of a change in your email address, please contact customer service by any of the methods listed below.

Joint Accounts

If your United Valley Bank account is owned jointly with another person, either one of you may consent to receive electronic disclosures and e-Statements and that person's election to access e-Statements shall apply to both of you.

Security

You agree that United Valley Bank shall not be liable if you are unable to gain access to emails from time to time. You understand that some or all of the e-Statement services and/or other United Valley Bank 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 United Valley Bank'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 United Valley Bank accounts as soon as you can access it. You are responsible for keeping your password, account numbers and other account data confidential. You understand that personal identification information by itself or together with information related to your account, may allow unauthorized access to your account. 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. United Valley Bank 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.

System Requirements

In order for you to view and print your e-Statement, you must have a computer with email access and software capable of opening a .pdf formatted document. To print or download disclosures and e-Statements you must also have a printer connected to your PC or sufficient hard-drive space to save the disclosure or e-Statement.

Change in Terms

The Bank reserves the right to change the terms and conditions of this agreement 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 phone, e-mail, or regular mail.

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 be available at all times. 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.

United Valley Bank 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
- The quality of any products, services, information or other material purchased or obtained by you through the service will meet your expectations
- Any errors in the software will be corrected

United Valley Bank 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
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the service
- 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

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.

Communications between United Valley Bank and You

You can use e-mail to communicate with United Valley Bank at customerservice@uvbank.net. However, e-mail is not available to initiate transactions on your accounts, nor is it secure. Since we may not receive it immediately, you should not rely on e-mail if you need to communicate with us right away (e.g., to report an unauthorized transaction). You can also contact us:

By Phone: 701-265-8331 or toll free at
1-888-265-8331

By Mail: Customer Service
United Valley Bank
211 Division Av S
PO Box 170
Cavalier, ND 58220

Additional Terms and Conditions of your Electronic Statement Disclosure Agreement

This Agreement is in addition to the terms and conditions described in the United Valley Bank Consumer and Business Account Agreement and Disclosures, corresponding fee schedules, or any other documentation which relates to your account(s) that were given to you at account opening. To the extent that this Agreement is inconsistent with any of the terms and conditions contained in other agreements given to you, the terms and conditions of this Agreement shall control with respect to e-Statements. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with e-Statements.

Email notifications will be sent from us and the electronic address will be "Document Distribution [emaildoc@accudataser.com]". If you use spam-blocking software, please update your settings to accept e-mail from us. If an e-mail notification is returned to us as "undeliverable", we will attempt to resend it. If the e-mail remains "undeliverable", we will begin to send your bank statements/notices via U.S. Mail. This will cancel electronic delivery of all bank statements. Therefore, it's important for you to maintain a valid e-mail address.