

Bank of Blue Valley

ELECTRONIC BANKING CONSENT FOR ELECTRONIC SIGNATURES AND RECORDS

Effective March 2016

Please read this information carefully and print or retain an electronic copy of it for future reference.

Introduction. In order to obtain information or make a payment using Bank of Blue Valley's Electronic Banking Services (collectively, the "Electronic Banking Services"), you must consent to the use of electronic signatures and electronic records for all transactions with Bank of Blue Valley (the "Bank") made through this website and for all agreements, disclosures, notices and other communications relating to those transactions (all of which are referred to in this consent as the "Documents"). Once you have given your consent, the Bank may deliver or make any of the Documents available to you by (a) posting them to the relevant page on Bank of Blue Valley's website at www.bankbv.com or (b) sending them to your e-mail address as then reflected in the Bank's records. Documents posted to Bank of Blue Valley's website at www.bankbv.com will be electronically accessible at any time. You may review, print or download those Documents accessing the relevant page. Please understand this consent does not apply to periodic statements regarding your accounts with the Bank.

The following material is intended to provide you with important information you should consider before giving your consent.

Option for Paper or Non-Electronic Records. You may obtain a paper copy of any Document by mailing a written request identifying the specific Document(s) to Bank of Blue Valley at P.O. Box 26128, Overland Park, KS 66225-6128. There is no charge for paper copies requested by mail.

Scope of Your Consent. Your consent to the use of electronic signatures and electronic records applies to all transactions with the Bank made through this website and all Documents relating to those transactions.

Hardware and Software Requirements. To access and retain electronic records of the Documents, you must use computer hardware and software that meets the following requirements:

A PC or MAC compatible computer or other device capable of accessing the Internet

An Internet Browser software program that supports 128-bit Secure Sockets Layer (SSL) encryption communications, such as Microsoft® Internet Explorer, Netscape® or Mozilla Firefox®

A PDF file reader like Adobe® Acrobat Reader

To print or download electronic records of the Documents, you must have a printer attached to your computer or sufficient space on a long-term storage device, such as your computer's hard disk drive, a flash drive or other removable media.

Withdrawing Your Consent. You are free to withdraw your consent to the use of electronic signatures and electronic records at any time and without paying the Bank any fees. To withdraw your consent, you must mail a written notice of that withdrawal to the Bank at P.O. Box 26128 Overland Park, KS 66225-6128. A withdrawal of your consent does not become effective until the Bank has received and had a reasonable period of time to implement it. Once a withdrawal of your consent becomes effective, you will no longer be able to use this website. However, a withdrawal of your consent does not affect the legal effectiveness, validity or enforceability of any transactions, electronic signatures or electronic records of any Document entered into, provided or made available before that withdrawal becomes effective.

Updating Your Contact Information. You should keep the Bank informed of any change in your e-mail or physical mailing address. You may do so by (a) logging into your account, accessing the relevant page and updating the information or (b) mailing a written notice of the change to the Bank at P.O. Box 26128 Overland Park, KS 66225-6128.

Electronic Signature and Acceptance. You agree that when you click on an "I Accept," "I agree," "I consent," "Yes," or other similarly worded "button" or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable as an "electronic signature," and is the legal equivalent of your handwritten signature.

You agree to use the Bank's Electronic Banking Services in a manner consistent with all applicable law and in accordance with the Account Agreements and all agreements and disclosures ("Agreements and Disclosures") applicable to your deposit account and the transactions in which you are engaging. You also confirm that you are eighteen years old or older.

By clicking the checkbox by the "I Accept the Disclaimer" below, I acknowledge, certify and agree as follows:

I have read, understand and agree to all of the terms of the Consent.

I can access the Documents in the electronic form described in the Consent.

I affirmatively consent to the use of electronic signatures and electronic records for all transactions with the Bank made through this website and all Documents relating to those transactions.

Bank of Blue Valley

ELECTRONIC BANKING ACCESS AGREEMENT

Effective March 2016

This Electronic Banking Access Agreement ("**Agreement**") for accessing your Bank of Blue Valley ("**Bank**") account(s) (the "**Accounts**") via the Internet sets forth the terms and conditions governing the Bank's Internet Banking, Bill Payment, Paperless Statements and Notices and other electronic banking services offered through the Bank (collectively, the "**Electronic Banking Services**"). By using the Electronic Banking Services, you agree to abide by the terms and conditions of this Agreement. This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the laws of the State of Kansas. "You" refers to the accountholder and anyone authorized by the accountholder to exercise control over the Accounts through the Electronic Banking Services.

To the extent that the terms of this Agreement conflict with Article 4A of the Uniform Commercial Code of Kansas ("**Article 4A**"),

Regulation E promulgated by the Consumer Financial Protection Bureau, 12 CFR Part 1005, including appendices thereto ("**Regulation E**") or Regulation J promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Part 210, Subpart B, including appendices thereto ("**Regulation J**"), the terms of Article 4A, Regulation E or Regulation J (as applicable) shall control, and to the extent that Article 4A and Regulation J are both applicable and conflict, the terms of Regulation J shall control. In that regard, certain laws and regulations require us to give specific Disclosures to certain types of clients. Moreover, to the extent certain disclosures or provisions are included in this Agreement in order to comply with the requirements of Regulation E, those disclosures and provisions are only applicable to you and your account only if you are a natural person and you opened your account primarily for personal, family or household purposes.

The Bank has established its Service Requirements & Guidelines with respect to Electronic Banking Services (as may be amended from time to time, the "**Service Requirements & Guidelines**"), a copy of which has been provided to you and is hereby incorporated into and deemed a part of this Agreement. By entering into this Agreement, you agree to abide by the Service Requirements & Guidelines, including all revisions thereto.

The Bank has also established and provided to you (as a part of the process of initiating Electronic Delivery of your Account Statement) an "**Online Statement E-Sign Consent and Disclosure**." By this reference, the terms and conditions of the Online Statement E-Sign Consent and Disclosure are hereby incorporated into this Agreement.

The term "**bank business day**" means Monday through Friday, excluding Federal and State bank legal holidays. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Regulation J.

I. BANK CONTACT INFORMATION

Address: Bank of Blue Valley, P.O. Box 26128, Overland Park, KS 66225-6128

Phone: (913) 338-1000

Email: helpline@bankbv.com

Website URL: <https://www.bankbv.com>

II. PROTECTING YOUR ACCOUNT

A. Your Responsibilities. You are responsible for all transactions you initiate or authorize using the Electronic Banking Services. If you allow any other person to use your login credentials or provide access to the Electronic Banking Services, you will have authorized that person to access your Accounts and you are responsible for all transactions that person initiates or authorizes in connection with the Accounts. You understand and agree that the Bank is entitled to rely on any instructions received by the Bank, or transactions initiated through the Electronic Banking Services, on the basis of your Electronic Banking Services Account information. Notify the Bank at once if you believe another person has improperly obtained any of your Electronic Banking Services login credentials. The best way is to call the Bank at the numbers listed in Section I of this Agreement. Also, notify the Bank if someone has transferred or you think someone may transfer money from your Account without your permission, or if you suspect any fraudulent activity in your Account. You could lose all funds in your Accounts plus the maximum amount of any overdraft line of credit. Refer to the Account Agreement for limits of liability and complete disclosures (if you would like an additional copy of this agreement, contact the Bank.)

You agree to take any reasonable actions requested by the Bank to prevent unauthorized transactions in your Accounts. Except as provided by this Agreement (or any other written agreement with the Bank), according to then-current Bank policies or procedures or required by applicable law, you will be liable for any unauthorized use of the Electronic Banking Services for any unauthorized transactions related to your Accounts.

You are prohibited from using any services or facilities provided in connection with any Internet site used in connection with your Accounts that do or may compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed to compromise security (e.g., password guessing programs, cracking tools or network probing tools) is prohibited.

B. Preventing Misuse. It is important that you take precautions to protect your Electronic Banking Services passwords and account information and keep them confidential at all times. For your protection, the Bank recommends that you change your passwords regularly. It is recommended that you memorize passwords and not write them down. Passwords and Login IDs are case sensitive. You may use numbers or letters or a combination of each (which is what the Bank recommends). For security reasons, the Bank recommends that you do not allow your Windows program to remember any password or Login information. Requirements for passwords, including provisions designed to protect your Accounts, are set forth in the Service Requirements & Guidelines. For assistance with access to your account, contact the Bank's Helpline at the telephone number listed above in Section I.

C. Security and Privacy. The Bank takes the issue of secure access and user authenticity seriously. Please review the "Security Statement" on the Bank's website for more information. By accessing the Electronic Banking Services, you acknowledge the importance of your role in preventing misuse of your Accounts through the Electronic Banking Services and agree to promptly examine activity for each of your Accounts. The Bank undertakes no obligation to monitor transactions through the Electronic Banking Services to determine that they are made on your behalf.

The Bank understands how important privacy is to customers. The Bank has taken steps to protect the privacy and security of your personal information as well as your financial transactions with it. You should read the "Privacy Notice" on the Bank's website before completing the enrollment process for the Electronic Banking Services.

In addition to protecting your passwords and other Account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other Account information may allow unauthorized access to your Accounts. It is your responsibility to treat personal information with the same level of care as your Account information. You are also responsible for protecting and securing all information and data stored in your PC's hard drive. For additional guidance on information security, please visit the Bank's "Security Center" section on the Bank's website (refer to the website URL in Section I).

D. Internet Banking Profile. You are required to furnish your name, street address and electronic mail (email) address when using the internet banking system. It is your responsibility to maintain your internet banking profile. Note: The Bank will never ask for sensitive information from a customer via email (e.g. account numbers, passwords, Social Security Numbers, etc.). If you ever

receive a message that appears to be from the Bank with this type of request, please contact the Bank **via phone (using the telephone numbers listed in Section I of this Agreement or on the Bank website) or in person**. Do not use email.

E. Electronic Mail (email). You may use electronic mail, "email," through the Internet to ask general questions and to provide comments to the Bank. However, you cannot use email to initiate transactions on your Account. **Note: any message sent via normal email is not encrypted, so please do not include sensitive information (such as Account numbers or passwords).**

The Bank will never ask for sensitive information from a customer via email (e.g. account numbers, passwords, Social Security Numbers, etc.). If you ever receive a message that appears to be from the Bank with this type of request, please contact the **Bank via phone (using the telephone numbers listed in Section I of this Agreement or on the Bank website) or in person**. Do not use email.

F. General and Security Alerts. Alerts are sent to you via electronic mail (email) designated within your internet banking profile when certain changes are made to your internet banking, such as change to your internet banking profile, an internet banking login error and internet banking password change. We automatically activate these alerts for you. We may add new alerts from time to time, or cancel alerts. Alerts will be sent to the email address you have provided within the internet banking profile. We attempt to provide these alerts in a timely matter with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery.) We don't guarantee the delivery or accuracy of alerts. The contents of an alert may be outdated by the time an alert is sent or received, due to other activity on your account or to delays in sending data amongst various systems. You agree that we are not liable for any delays, failure of delivery, or misdirected delivery of any part of an alert; for any errors in the content of an alert or for any actions taken or not taken by you or a third party as a result of an alert.

III. INTERNET BANKING

A. "Internet Banking" is a service that allows customers to see their Account balances and transactions (both memo-posted and posted), transfer funds between their Accounts held at Bank of Blue Valley on either a one-time or recurring basis which can include a payment to an installment loan or mortgage, and perform self-service account maintenance such as re-order checks, view copies of paid checks, view monthly statements, submit a Stop Payment request, setup email notifications (Alerts), or submit a Change of Address via a secured Internet connection.

B. The Bank is not responsible for any error or failures from any malfunction of your computer or software, and the Bank is not responsible for any computer virus or related problems that may be associated with the use of an online system. The Bank does not guarantee compatibility with all modem types, computer systems and Internet browsers, routers or firewalls.

C. Transfers Initiated Through Internet Banking

1. Cut-Off Times. A transfer initiated through Internet Banking before the end of the Bank's business day (on or about 5:00pm Central Time - Standard or Daylight, as applicable) is posted to your Account the same day. All transfers completed after the end of the Bank's business day or on a Saturday, Sunday or banking holiday, which includes all Federal and State bank legal holidays, will be posted on the next bank business day.

2. Overdrafts. We do not have to let you overdraw the account. If we ever do, that does not mean that we must continue to do so. You do not expect any notice of an overdraft beyond any normal periodic statement.

3. Fees. Fees for transferring funds between your Accounts through the Bank's internet banking service are subject to type of account as outlined in the Schedule of Fees provided at the time of account opening.

4. Documentation. The Bank will not provide any receipt or documentation of the transfer other than the regular account statement.

D. Liability for Transactions Initiated Through Internet Banking. If you transmit a transfer or Payment Order to the Bank in which the Beneficiary, Beneficiary Bank, or any Intermediary Bank is identified both by name and account number, payment by the Bank or any Receiving Bank may be made to the Beneficiary Bank or any Intermediary Bank, and by the Beneficiary Bank to the Beneficiary, on the basis of the identifying bank account numbers provided in the transfer or Payment Order, even if any of those account numbers identifies a person or Bank different from the named Beneficiary, Beneficiary Bank, or any Intermediary Bank. Under such circumstances, the Funds Transfer will be deemed duly processed and paid, and you will be responsible for paying Bank for the amount of any fees established by Bank in its Schedule of Fees. You bear all risk and liability for transfer or Payment Orders that misidentify the Beneficiary, Beneficiary Bank, or any Intermediary Bank due to inconsistencies between written name and account number.

IV. BILL PAYMENTS

A. "Bill Payment" is an optional service available to eligible deposit accounts which gives you the ability to make payments to any individual or business in the U.S. Qualifying payments may be scheduled as early as the next business day or up to one year in advance. Payments may be setup as a single, recurring or auto-payment and may be modified or cancelled while they remain in a pending status. You may also sign up to receive bills from qualifying companies electronically (e-bills).

B. Bill Payment is a service provided via Internet Banking by an independent third party, Fiserv Corporation (formerly CheckFree). Terms and Conditions for using Bill Payment are presented online at the time of enrollment and require acceptance before your account is activated. The Terms and Conditions may also be accessed at any time via the online Bill Payment 'Help' menu.

C. Mobile Banking Bill Payments - all payees must be setup via Internet Banking's Bill Payment service before they will appear in Mobile Banking. Payees are listed in Mobile Bill Pay by their Biller Nickname or Biller Name, if a nickname has not been created.

V. PAPERLESS STATEMENTS AND NOTICES

A. "Paperless Statements and Notices" are only offered to active Internet Banking customers. Opt-in to the paperless delivery of your Account, product, or service statements, notices, and other information (collectively called **"Electronic Information"**) via Internet Banking and receive an email notification when your statement or notice is ready for pickup. Then log into Internet Banking to access your Paperless Statements and Notices.

B. BY OPTING IN TO RECEIVE ELECTRONIC INFORMATION, YOU AUTHORIZE THE BANK TO DISCONTINUE THE DELIVERY OF PAPER STATEMENTS, NOTICES, AND OTHER INFORMATION FOR EACH ACCOUNT OPTED IN.*

C. This service is provided by an independent third party, FiServ Corporation. In order to add this service, you must review and

consent to the bank's Online Statement E-Sign Consent and Disclosure and meet the system requirements set forth in the System Requirements & Guidelines, both of which have been provided to you.

**Except when required by law or regulation to receive in paper format.*

VI. VOICE BANKING

A. "Voice Banking" is offered to all customers. Contact an associate at Bank of Blue Valley for enrollment information. Once enrolled you may access your accounts through Voice Banking by dialing nationwide toll-free 866-498-4506. Voice Banking is available 24 hours a day 7 days a week and is updated with real-time transaction information. You may only complete transfers into and out of accounts within the bank that you have authorized access to via Voice Banking and Internet Banking. You are responsible for any charges and fees associated with phone calls from your landline or mobile service provider.

B. CUSTOMERS WHO ENROLL IN VOICE BANKING THAT ARE NOT ENROLLED IN INTERNET BANKING WILL HAVE AN INTERNET BANKING PROFILE ESTABLISHED ON THEIR BEHALF AS A VOICE BANKING REQUIREMENT.

C. This service is provided by an independent third party, ACI Worldwide. In order to add this service, you must contact an associate at Bank of Blue Valley for enrollment information. Self-enrollment is not available.

VII. ADDITIONAL SERVICES INTENDED FOR BUSINESSES

The additional services described in Section VII are available only if you have requested these services. Additional services may require additional agreements by the Bank.

A. Each business is responsible for managing users. You are responsible for designating an Administrator when enrolling for business online banking. An Administrator may remove users, reset user passwords and reset restriction to a single computer. For each user, the authorized Administrator may designate the activity level for each linked account and requested service.

B. If you are also authorized to enter into an Agreement for another business and if you want to link the accounts of the other business for internet banking, you may do so at your risk and that of the businesses, but not of the Bank, to use one common internet banking login and passcode to access requested accounts. You should do this only if you are authorized to link the accounts of the different businesses and to use all the services of internet banking. You further agree to inform the Bank if your authority over any linked account decreases. The Bank is not liable if your authority over any account decreases until it is informed of the change in authorizing, as described in Section I of this Agreement.

C. Additional agreements may be required to request Wire Transfers both Domestic and International, originate debit and credit Automated Clearing House (ACH) entries, submit of Electronic Federal Tax Payments (EFTPS), and access Remote Deposit Services. You understand that by using these additional services that you are required to execute an additional agreement with the Bank.

D. Businesses may request access to Mobile Banking to use services including transaction authorization functionality and Mobile Deposit.

VIII. MOBILE BANKING

MOBILE BANKING AGREEMENT

A. Description of Services: "Mobile Banking" is only offered to Internet Banking customers via Mobile Text Messaging (SMS), Mobile Web Browser (XHTML), or Mobile Applications (e.g. iPhone, Android). Mobile Banking is a service that allows customers to view Account balances, make transfers between your Bank of Blue Valley accounts, view recent transactions which occurred on an Account, authorize payments or receipts, and call the bank. Mobile Application customers will be able to view transactions, make Bill Payments to existing Internet Banking Bill Payees, look up Bank locations and ATMs and change their Mobile PIN.

Mobile Banking is provided via Internet Banking by an independent third party, ACI Worldwide. All terms and conditions applicable for Internet Banking also apply to Mobile Banking, including this Agreement, the Service Requirements & Guidelines and Online Statement E-Sign Consent and Disclosure.

You must enroll for Mobile Banking. By registering a mobile phone number through the enrollment process, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to register the number. In order to access Mobile Banking you must be an active Bank of Blue Valley BlueWave online banking user. You can access Mobile Banking on a mobile device with a Mobile Web Browser in conjunction with a SMS or data service, or an App in conjunction with SMS or a data service. Bank of Blue Valley does not charge a fee to access Mobile Banking.

Limitations apply to the information you receive about your Accounts. Your Available Balance is the amount of money in your checking or savings Account that is currently available for you. The Available Balance does not include:

1. Any transaction that has not been received by the Bank,
2. Amount of a deposit not currently available, including holds
3. Amount of any Overdraft Funds (e.g. ODP Advance, ODP Transfer, ODP Credit, Line of Credit)

B. Relationship to Other Agreements and Fees: You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your agreements with us, our affiliates, and/or any unaffiliated service providers, including, but not limited to, your mobile service provider (e.g., AT&T, Sprint, T-Mobile, Verizon, etc.). You understand that those agreements may include fees, limitations and restrictions which may impact your use of Mobile Banking. Your mobile provider may impose data usage or text message charges for your interaction with Mobile Banking, and you agree to pay all such fees. Contact your mobile device service provider for details.

C. Consent to SMS: By using Mobile Banking, you consent to the Bank sending you text messages through your mobile service provider. You are responsible for all charges and fees associated with text messaging or Internet access from your mobile service provider. For additional information regarding mobile banking, text "HELP" to 469228. To cancel your mobile banking, text "STOP" to 469228.

D. Responsibility: You are responsible for providing your own hardware and software to access the Mobile Banking. The hardware

and software that you use may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of Mobile Banking on all wireless devices. You agree to take every precaution to ensure the safety, security and integrity of your account(s) and transactions when using Mobile Banking. You agree not to leave your 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 login, password, PIN, or other access information to any person. If you do, we will not be liable for any damage resulting to you. You agree to comply with all applicable laws, rules and regulation in connection with Mobile Banking.

Use of the Mobile Banking app requires at least an Android 4.0 or iPhone/iPad iOS 7.0 device. Other compatible devices may also work with the app. Bank of Blue Valley does not guarantee that your device or mobile carrier will be compatible with the Mobile Banking app.

Mobile phones and other devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your device is protected from and free of viruses, worms, Trojan horses or other harmful components (collectively referred to as "viruses"), which could result in damage to programs, files and/or your phone or could result in information being intercepted by a third party. The Bank will not be responsible or liable for any indirect, incidental, special or consequential damages, which may result from viruses. The Bank will also not be responsible if any non-public personal information is accessed via Mobile Banking due to a virus affecting your device at any time or from any source.

In case of unauthorized access to your mobile device, you agree to cancel enrollment in Mobile Banking for that device immediately by contacting the Bank using the Contact Information in Section 1 of this Agreement.

E. Changes or Cancellation: We will use reasonable efforts to make Mobile Banking available for your use on a continuous basis. Mobile Banking may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to Mobile Banking may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use diligent efforts to re-establish Mobile Banking as promptly as possible. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of Mobile Banking. We reserve the right to change or discontinue Mobile Banking at any time. If we choose to discontinue Mobile Banking, we will provide you with a reasonable notice in advance of that fact. You may cancel your participation in Mobile Banking by logging into your BlueWave account to un-enroll in Mobile Banking, or by calling us at 913-338-1000.

F. Acceptance: When you enroll in Mobile Banking, you agree to the terms and conditions of this Addendum and Electronic Banking Access Agreement as it relates to Mobile Banking and the following Mobile Remote Deposit Agreement.

IX. MOBILE REMOTE DEPOSIT AGREEMENT

Bank of Blue Valley, Overland Park, Kansas (the "**Bank**"), a state chartered bank that is a member of the Federal Reserve System, and "**Account Owner**" as defined below, hereby enter into, as of the date the Bank grants access to the Services (the "**effective date**"), this Mobile Remote Deposit Agreement ("**Agreement**"). The agreement consists of general terms and conditions, exhibits, and any amendments attached hereto or hereafter and incorporated by reference.

A. General Terms and Conditions Agreement: This agreement establishes the rules that govern the processing of deposited checks through account owner's account(s) at the Bank using Mobile Remote Deposit. From time to time, the Bank may amend any of the terms and conditions contained in this agreement. Such amendments shall become effective as stated on any notice sent to you, the account owner. Examples of such notices might include, but are not limited to, newsletters, disclosures, etc. By using the Mobile Remote Deposit, you accept all the terms and conditions of this agreement. Please read it carefully. The terms and conditions of account owner's Account Agreement and the Truth-In-Savings disclosure for account owner's deposit accounts and each of account owner's loan agreements continue to apply notwithstanding anything to the contrary in this agreement.

B. Rules, Laws and Regulations: You agree to abide by and comply with all local, state, and federal rules, laws and regulations. These rules include but are not limited to Regulation CC "**Expedited Funds Availability Act**", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act). The Bank Secrecy Act (BSA), and laws administered by the United States of America which are in existence as of the date of this agreement and as amended from time to time.

C. Definitions: In addition to all the other terms defined herein, the following terms shall have the following meanings:

"We", "Our", "Us", and "Bank" shall mean Bank of Blue Valley, its employees, directors, officers, representatives, and agents.

"You", "Your", and "Account Owner" shall mean the account holder authorized by Bank to use the Mobile Remote Deposit, and any user authorized to exercise control over funds deposited in account owner's account through the Mobile Remote Deposit program.

"Account" or "Accounts" shall mean the individual checking account(s) deposited with Bank through the Mobile Remote Deposit program.

"Check" or "Checks" shall mean negotiable demand draft(s) drawn or payable through an office of a United States based financial institution, as well as demand draft(s) drawn on a Federal Reserve Bank or a Federal Home Loan Bank or on the Treasury of the United States. Check(s) include original check(s) and substitute check(s). Check(s) do not include noncash items payable in a medium other than United States dollars. A draft may be a check even though it is described on its face by another term, such as "money order."

"Image item" means digitized image(s) of check(s) that are created by you and transmitted to the Bank using the services.

"Services" means any of the Mobile Remote Deposit functions offered and or used by you in connection with this agreement, including optional and future services added by an addendum.

"System" means the program that is maintained by the Bank, or other third parties, that you connect to through the internet in order to access the services.

"Mobile Remote Deposit" may be commonly referred to as Mobile Deposit.

D. Services, Funds Availability, and Fees: Once approved for the Mobile Remote Deposit program, you may use the services to deposit checks into your account(s) with the Bank, subject to the terms of this agreement. Checks deposited through the services will be converted to image items for processing. The services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Account Agreement and Truth-In-Savings disclosure, which govern the use of your account. We are

notifying you in advance that deposits made by the Mobile Remote Deposit program do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. You agree to receive notice of extended hold times via the e-mail address provided in your Account Application. The maximum single Mobile Remote Deposit item is generally \$2,000.00. Local checks made through the Mobile Remote Deposit program will generally be available on the first business day following review. Some commercial checking accounts may be charged for Mobile Remote Deposit, please refer to your Account Documentation for details. Commercial customers requesting Mobile Deposit may be required to sign an additional agreement with the bank. Please note – some Commercial accounts may inherit Mobile Deposit rights depending on set-up. If this occurs, deposits to your Commercial accounts will be charged \$0.50 per deposited item, and the Bank may request additional service agreement(s).

E. Returned Deposits: Any credit to your account using Mobile Remote Deposit is provisional. If a check deposited through Mobile Remote Deposit is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

F. Account Owner Eligibility: You understand that you must be a Bank of Blue Valley account owner in good standing, and meet other pre-determined qualifying factors to qualify for the services. To determine if you are eligible for these Services, visit any Bank of Blue Valley branch or contact us at 913-338-1000.

G. Access: You agree to accept responsibility for understanding how to use Mobile Banking and for knowing how to properly use your device. Bank of Blue Valley will not be liable to you for any losses caused by your failure to understand and/or use the service or your device nor for any losses caused by the failure or inability of your device to access your accounts or complete transactions. To use Mobile Remote Deposit, you must have a compatible mobile device with our system, access to telecommunication services necessary for the Mobile Remote Deposit service. Application upgrades may be required from time-to-time for continued use of the services.

H. Equipment or System Failure: In the event of a system failure, you agree that, in order to deposit your checks, you must deliver them directly to a Bank branch office for processing. If the checks were scanned prior to the system failure, you must obtain our approval before delivering the checks to a branch office for processing.

I. Hours of Access: Services are available 24 hours per day, 7 days per week, although some or all services may not be available occasionally due to emergency or scheduled system maintenance. Transmission deadlines and funds availability terms and conditions apply. We agree to post notice of any extended periods of non-availability on the Mobile Remote Deposit and or Bank website.

J. Transmission Deadlines: Image item deposits approved through the System before 4:00 p.m. Central Standard Time, Monday through Friday are posted to account owner's account the same day, subject to funds availability. In the event that we receive an image item from you after the cutoff time or on a day that is not a business day, the Image item is considered as received by us at the opening of the next business day. For the Mobile Remote Deposit program a business day is defined as Monday through Friday, except for Federal holidays. You are responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

K. Authorized Users: The Bank shall be entitled to rely on the apparent authority of any person who accesses the services using valid account owner and user login IDs and passwords, including such persons who may not be signers on account owner's account. Except as otherwise provided by law, you will indemnify Bank and hold it harmless for any loss or expense caused by any person with the apparent authority to access the services. You agree to provide each authorized user a copy of these terms in connection with their use of the services. The Bank may elect to verify the authenticity or content of any transmission by placing a phone call to any authorized signer on your account at our discretion. We may deny your access to the services without prior notice if we are unable to confirm any person's authority to access the services or if we believe such action is necessary for security reasons.

L. Security: You understand the importance of your role in preventing misuse of your accounts associated with the Mobile Remote Deposit program, and you agree to promptly examine your paper or electronic statement for each of your Bank accounts as soon as you receive it and notify us of any errors in accordance with your Account Agreement. You agree to protect the confidentiality of your accounts and account number and passwords. Data transmitted via the services is encrypted in an effort to provide transmission security. Mobile Remote Deposit utilizes identification technology to verify that the sender and receiver, of transmissions related to the services can be appropriately identified by each other. Notwithstanding our efforts to ensure the services are secure, 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 Mobile Remote Deposit or e-mail transmitted to and from us will not be monitored or read by others. You agree to notify us immediately if you believe any passwords have been lost, stolen, used without your permission, or otherwise compromised. Call us immediately at our Helpline at the number in the Contact Information in Section 1 of this agreement.

M. Use of Services: As a condition to using the services, you agree that you are solely responsible for the use of the Services and that you will use the Services in accordance with this agreement. You agree not to attempt to circumvent the security features of the services or the system or make any improper or unauthorized transfer of funds from accounts via the services or the system. You agree that you are prohibited from engaging in conduct that would violate the proprietary rights of the owner(s) of the system and the services as well as accessing or using the system or the services in any other unauthorized manner. You agree to be liable to the Bank and its vendors, for any claims, losses, liabilities, damages, expenses or costs arising as a result of the negligent or intentional misuse of the services or the system by you or your authorized users.

You are prohibited from using the services for any activity that:

Would result in you being or becoming a **“money service business”** as defined in the Bank Secrecy Act and its implementing regulations;

Knowingly accepts restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling);

Directly or indirectly relates to the use of the services that is illegal or fraudulent.

N. Deposit of Original Checks: You agree that no check deposited to the Bank shall cause funds to be debited more than once from the account of the maker. You agree that once deposited, the original check, a duplicate check image, or any copy of the original check or check image will not be deposited by you with the Bank (unless we instruct you to do so) or under any circumstances with any other financial institution.

O. Check Retention Period: You agree that you will preserve the originals of all checks, processed through the services pursuant to this agreement for forty five (45) calendar days after the day of deposit (“Retention Period”). After you receive an email indicating the deposit was accepted for processing, write “Mobile Deposit” on the check front. The risk of loss due to the unavailability of the original or copy of a check for any reason, during the retention period, shall be exclusively on the account owner.

P. Destruction of Original Checks: You will be fully responsible for the destruction of the checks. You agree to use commercially reasonable method(s) to destroy original checks after the required retention period has expired. You agree to destroy and dispose of the original checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original checks are not accessed by unauthorized persons during the storage, destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment). The risk of loss associated with the accidental inclusion of a physical check in the check collection process or with a lost, destroyed, stolen or misplaced check shall be exclusively on the account owner.

Q. Account Owner Representations and Warranties: You represent and warrant that all checks transmitted through the use of the services are made payable to the account owner, all signatures and endorsements on each check are authentic and authorized, and that each check has not been altered.

R. Prohibited Checks:

You agree that checks scanned through the use of the services will not;

be payable to any person or entity other than you;

be prohibited by, or received in violation of, any law, rule or regulation;

be known or suspected (or should have known or suspected) as fraudulent or otherwise unauthorized by the owner of the account on which the check is drawn;

have been previously cashed or deposited;

be federally issued Savings Bonds of any series;

be postdated or more than six (6) months old;

be payable to cash;

be irregular in any way;

be drawn on financial institutions that are located outside the United States.

S. Endorsement of Checks: You agree to properly endorse each check prior to submitting such check through the use of the services. Checks deposited through mobile deposit should be endorsed “For Mobile Deposit Only” along with the payees signature.

T. Image Quality: You are responsible for inspecting and verifying the quality of the images associated with image items, thus ensuring that the digitized images of the front and back of original checks are legible for all posting and clearing purposes by the Bank. Specifically, you are representing and warranting to the Bank that:

a. The image item is an accurate representation of all information on the front and back of the original check at the time the original check was converted to an image item, and the image item contains all endorsements from the original check necessary to permit Bank to:

1. Acquire rights of a holder in due course in the collection process of checks and other items;

2. Handle, process, maintain and destroy imaged checks; and

3. Ensure that neither Bank nor any other financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for a check or image item more than once in any form.

b. Each image item (or related electronic data file) contains a record of all MICR line (special characters printed on the bottom of a check) information required for a substitute check and otherwise satisfies all of the requirements of the American National Standards Institute (ANSI) X9.37 standards for image quality required by Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that Image item;

U. Adjustments: You will be required to enter the legal amount of the check before submission for deposit. Once an image item is captured, we reserve the right to adjust your deposit after you have submitted it for processing. Adjustments are only to correct mistakes in the value of image items deposited, mistakes in encoding, or for missing or illegible image items.

V. Termination: Bank of Blue Valley reserves the right to terminate Mobile Deposit for individual members, with or without cause and without prior notice. This may be due to issues related to fraud or suspected fraud, misuse or abuse of Mobile Deposit, repeated incorrect attempts to enter a username or password, failure to correctly answer security questions or other login failures, which may be an indicator of fraud. We are also permitted to terminate any or all of the services immediately if we are no longer able to provide such services.

W. Confidentiality: You acknowledge that we will disclose information to third parties about your account or the image items you deposit:

To enable your access to the services and the system,
When it is necessary for completing deposits, and
As required by law.

NOTE: Items deposited using Mobile Remote Deposit are subject to our verification and final inspection process. We may at any time deposit an image item or return all or part of a deposit of multiple image items to you without prior notice. We are under no obligation to inspect or verify any image item to determine accuracy, legibility or quality of the image item or MICR line information associated with the image item, or for any other purpose. However, we may correct or amend MICR line information associated with an image item to facilitate processing of the image item or a substitute check created from that image item. We may process and collect an image item or a substitute image item through one or more check clearing houses, Federal Reserve Banks, or other private clearing agreements with other financial institutions. We may hold and use funds in any deposit account of yours following termination of this Agreement and the services for such time as we reasonably determine to be necessary for us to be assured that no image item processed by us prior to termination may be returned, charged back, or otherwise become a source or cause for any loss, liability, cost, exposure or other action for which the Bank may be responsible, with such right being in addition to any other rights we may have with respect to your accounts. Without limitation, you recognize that under the Rules, the UCC, Regulation CC and the rules of any image exchange network, our representations and warranties to others with regards to image items and substitute checks may expose the Bank to claims for several years following processing of any particular image item or substitute check.

1. If a payor financial institution returns an image item to us for any reason, we may charge your applicable account for the returned image item, whether or not the return is timely and proper, and we may further either:

- A. Return the image item to you; or
- B. Re-present it to the payor financial institution before returning it to you.

2. Items may be returned either as image items, or substitute checks. If a payor financial institution or other third party makes a claim against us or seeks a recredit with respect to any image item processed, we may provisionally freeze or hold aside a like amount in the applicable account pending investigation and resolution of the claim;

- A. We may immediately suspend the services or the system or the processing of any check or corresponding electronic image item if we have reason to believe that there has been a breach in the security of the services or system, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of electronic image items, including the right to process electronic image items on a collection basis at any time; and
- B. We may refuse to process any non-conforming image items, including without limitation any image items that do not meet the definition of a "check" set forth herein.

X. 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 Mobile Remote Deposit Services provided to you under this agreement. We do not and cannot warrant that Services will operate without errors, or that any or all services will be available and operational 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 this and or by reason of your use of or access to Mobile Remote Deposit Services. The Bank shall be responsible only for performing the services expressly provided for in this agreement and shall be liable only for its negligence in performing those services. The Bank shall not be responsible for the account owner's acts or omissions (including without limitation the amount, accuracy, or timeliness of transmittal) or those of any person, including without limitation any Federal Reserve Financial Institution or transmission or communications facility, and no such person shall be deemed the Bank's agent. The account owner agrees to hold harmless and indemnify the Bank against any claims, damages, loss liability, or expense (including attorney's fees and expense) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of the account owner, or any other person described in this paragraph. In no event shall the Bank be liable for any consequential, special, punitive or indirect loss or damage which the account owner may incur or suffer in connection with this Agreement, including without limitation, loss of damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this Agreement. Without limiting the generality of the forgoing provisions, or the provisions of this Agreement, the Bank shall be excused from failing to act or from delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to transmit or delay in transmitting a deposit if such transmittal would result in the Bank violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority. Notwithstanding any other provision set forth herein to the contrary, in the event of default under the terms of this agreement by the account owner, the Bank shall have all rights and remedies available at law or in equity.

Y. Governing Law: This Agreement shall be construed in accordance with Kansas law and the laws of the United States of America. We and you agree that jurisdiction over, and venue in any legal proceeding arising out of or relating to this agreement, will exclusively be in the state or federal courts located in Johnson County, Kansas.

Z. Severability: If any provision of this agreement is held to be illegal, invalid or unenforceable under present or future laws, the remaining provisions shall remain in full force and effect.

AA. Acceptance: Your use of the services constitutes your acceptance of this agreement. The Bank reserves the right to change the terms for the services described in this agreement by notifying you of such change in writing and we may amend, modify, add to, or delete from this agreement from time to time. Your continued use of the services will indicate your acceptance of the revised agreement.

X. THE BANK'S LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

A. To the extent that an Electronic Banking Services transaction is an "electronic fund transfer" under Regulation E, you are a natural person and your Account was established primarily for personal, family, or household purposes, if the Bank does not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement and any applicable Bank policies and procedures, the Bank will be liable for your direct losses or damages.

However, the Bank will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any

of the following occurs:

Through no fault of the Bank, you do not have sufficient collected funds in your Account(s) to complete the transaction;
The transaction would exceed the credit limit on any overdraft line of credit linked to your Account(s);
Your PC, Internet service provider, telephone line, modem, mobile device, or other equipment is not operating properly;
The Electronic Banking Services are not working properly and you were aware of the malfunction when you initiated the transaction;
You do not properly follow the established privacy and security procedures and measures set forth by the Bank, the terms and conditions of this Agreement and as set forth in any documentation and all other instructional materials provided in connection with the Electronic Banking Services, including the Service Requirements & Guidelines;
You do not authorize a payment within a sufficient period of time for your payment to be received by the payee by the due date;
You have not provided the Bank with the correct payee name, address, account information, payment amount, or other instructions necessary to complete the payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;
A payee mishandles or delays the handling of payments sent by the Bank;
Your funds are held or frozen, or a court order or other legal process prevents the Bank from making a transaction;
Your password has been reported lost or stolen;
The Bank has reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Electronic Banking Services for your Account(s);
Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
Circumstances beyond the Bank's control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
Making a transfer would cause the Bank to violate any law, rule, or regulation to which it is subject; or
Any failure on the Bank's part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

B. There may be other exceptions to liability stated in this Agreement, or in other agreements the Bank has with you, or otherwise provided by applicable law.

XI. TERMS AND CONDITIONS

The first time you access your Account(s) through the Internet you will be required to confirm your agreement to be bound by all of the terms and conditions of this Agreement. Your actions also acknowledge your receipt and understanding of this Agreement, and reconfirms your agreement to the Deposit Account Terms and Conditions (if you would like an additional copy of this agreement, contact the Bank) you received when you opened your Account.

A. EXCLUSION OF WARRANTIES; INDEMNIFICATION. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE ELECTRONIC BANKING SERVICES IS AT YOUR SOLE RISK. THE ELECTRONIC BANKING SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND RELATING TO THE ELECTRONIC BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ACKNOWLEDGE THAT THE BANK HAS NOT MADE ANY REPRESENTATION OR WARRANTY THAT THE ELECTRONIC BANKING SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE ELECTRONIC BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND THAT THERE IS NO REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE BANK, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR AUTHORIZED REPRESENTATIVES (OR ANY PARENT, SUBSIDIARY, AFFILIATE, OR THIRD PARTY SERVICE PROVIDER) FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES) CAUSED BY OR ARISING FROM YOUR USE OF THE ELECTRONIC BANKING SERVICES (INCLUDING BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE ELECTRONIC BANKING SERVICE), YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

B. THE BANK'S LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT THE BANK AND ITS SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE OR BODILY INJURY ARISING OUT OF YOUR USE OF THE ELECTRONIC BANKING SERVICES, WHETHER CAUSED BY THE BANK, EQUIPMENT, SOFTWARE OR INTERNET ACCESS PROVIDERS OR ANY AGENT OR SUBCONTRACTOR OF ANY OF THE FOREGOING. THE BANK AND ITS SERVICE PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE ELECTRONIC BANKING SERVICES OR THE EQUIPMENT OR SOFTWARE USED BY THE BANK IN CONNECTION WITH OPERATION OF THE SERVICE, EQUIPMENT, OR SOFTWARE OR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF DATA, STATEMENTS OR CONDUCT OF ANY OTHER PERSON USING OR ACCESSING THE ELECTRONIC BANKING SERVICES, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, AND/OR ANY OTHER MATTER RELATING TO THE ELECTRONIC BANKING SERVICES OR YOUR USE THEREOF.

The Bank and its service providers will be deemed to have exercised all due care and to have acted reasonably if they act in accordance with the terms of this Agreement or any applicable Bank policies and procedures then in effect and, unless the law requires a different standard, will be liable for loss sustained by you only to the extent such loss is caused by gross negligence or willful misconduct. The Bank and its service providers will have no liability for any loss or damage:

Related to the dishonesty of any of your employees, officers, agents or authorized users;

Resulting from any receiving financial institution's failure to accept any payment or funds transfer request;

Resulting from any delay in the performance of this Agreement, which is caused by an act of God, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between the Bank and third parties, act of war, civil disorder, act of terrorism, or any other condition outside of the Bank's control.

In addition, unless Bank has acted with gross negligence or willful misconduct, Bank shall have no liability for any delay in the processing of a Payment Order, failure to process a Payment Order, or a faulty processing of a Payment Order, including any inaccuracy, interruption, delay in transmission, or failure in the means of transmission. Bank shall have no liability for any inaccuracy,

interruption, delay in transmission, or failure in the means of transmission caused by strike, power failure, equipment malfunction, acts or omissions of any Intermediary Bank or recipient bank, acts of war, civil disorder, terrorism, or acts of God. The Bank does not have a duty to detect any errors and you are liable to pay any and all funds transfers requested under your Account (and all applicable fees, if any) despite any error.

Bank may seek advice of legal counsel with respect to its obligations under this Agreement, and shall not be liable to you for any actions taken in reliance upon such advice.

C. Disclosure of Account Information. The Bank's Privacy Notice (incorporated herein by reference) describes the Bank's policies concerning the sharing of information (including nonpublic personal information) with affiliated and nonaffiliated third parties (including financial service providers, such as securities broker-dealers). The Privacy Notice also is provided to the Bank's customers on an annual basis, either by mail or through electronic means. However, you may obtain a copy of the Privacy Notice at any time from any customer service representatives or by visiting the Bank's website. You agree to review the Privacy Notice before initiating your first Electronic Banking Service transaction under this Agreement, and your initiation of any Electronic Banking Services transaction constitutes your agreement that you have reviewed and agreed to the terms of the Privacy Notice. To the extent that the provisions of this Section impose limitations on the disclosure of information, such limitations apply only with respect to you if you are a natural person and you established your Account primarily for personal, family, or household purposes.

D. Changes to Fees or Other Terms. The Bank reserves the right to change the fees or other terms described in this Agreement and in the System Requirements & Guidelines. However, when changes are made to any fees, the Bank will notify you through an Internet secure message, or will send a notice to you at the address shown on the Bank's records, or send you an electronic mail message (email). All notices will be sent at least thirty (30) days in advance of the effective date of the change, unless an immediate change is necessary to maintain the security of the Electronic Banking Service. If such a change is made, and it can be disclosed without jeopardizing the security of the Electronic Banking Service, the Bank will provide you with written or electronic notice within thirty (30) days after the change. You may choose to accept or decline the changes. Continued use of the Accounts or services after notice of these changes constitutes your acceptance of the changes. The applicable account disclosure statement governs changes to fees applicable to specific accounts. No changes or alterations to this Agreement shall be valid without the Bank's express written consent.

Except to the extent varied by this Agreement, all other Terms and Provisions set forth in the signature card of any Account covered by this Agreement and all Account disclosures from time to time in effect at the Bank for the type of the account(s) covered by this Agreement shall remain applicable and in full force in effect.

E. In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments (applies to Consumer Accounts only). In case of errors in your consumer Account only, contact the Bank using the contact information contained in Section I of this Agreement. Contact the Bank if you think your statement is wrong, or if you need more information about a transaction listed on your statement. The Bank must hear from you no later than 60 days or such longer period as may be required by law after the Bank sent the first statement upon which the problem or error appeared. When you contact the Bank:

1. Tell the Bank your name and Account number.
2. Describe the error or 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.
3. Tell the Bank the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made via the Internet Banking Bill Payment Service, tell the Bank the Account number used to pay the bill, the biller's name, the date the payment was sent, pay date, confirmation number, and the payee account number for the payment in question (this information appears on the Bill Payment View Posting screen).

If you contact the Bank by telephone, the Bank may require that you send it your complaint or question in written format by postal mail or fax within 10 business days. The Bank will communicate to you the results of its investigation within 10 business days after you contact it and will correct any error promptly. If the Bank needs more time, however, it may take up to 45 days to investigate your complaint or question. If the Bank decides to do this, it will provisionally credit your Account within 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 the Bank to complete its investigation. **Note: any message sent via normal email is not encrypted, so please do not include sensitive information (such as account numbers or passwords).**

If the Bank asks you to put your complaint or question in writing and does not receive it in written format within 10 business days, the Bank may not provisionally credit your Account. If the Bank decides that there was no error, the Bank will send you a written explanation within 3 business days after it finishes the investigation. You may ask for copies of the documents that the Bank used in the investigation. If the Bank has made a provisional credit, a corresponding debit will be made from your Account.

F. Liability for Unauthorized Transfers (applies to Consumer Accounts only). Tell us AT ONCE if you believe the login credentials for your consumer Account have been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 two (2) business days after you learn of the loss or theft of the login credentials for your consumer Account, you can lose no more than \$50.00 if someone used the login credentials for your consumer Account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of the login credentials for your consumer Account, and we can prove that we could have stopped someone from using those login credentials without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made with the login credentials for your consumer Account, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, 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.

G. Your Right to Terminate. You may cancel your Electronic Banking Services at any time by providing the Bank with written notice by postal mail or fax or email. Your access to the System will be suspended within 3 bank business days of receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of

cancellation.

H. The Bank's Right to Terminate. You agree that the Bank can terminate or limit your access to the Electronic Banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your bank Accounts. Electronic Banking Services may be reinstated, at the Bank's sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Without prior notice, if you do not contact the Bank to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reasons in the Bank's sole discretion.
4. Upon dormancy (not used for more than 180 days) for security purposes.

I. Commercially Reasonable Security Procedures. You agree to be bound by the Bank's security procedures and instructions, which may be periodically updated and you agree that all of those security procedures are commercially reasonable. You agree to review and implement all security procedures available in connection with the Electronic Banking Services, including procedures to protect the confidentiality of your passwords and Account numbers. You agree to notify the Bank in the event that your use of the Electronic Banking Services would necessitate or be better served by a level of security that exceeds that currently offered. If you fail to notify the Bank, you acknowledge and agree that the security aspects of the Electronic Banking Services are commercially reasonable and appropriate for your needs.

The Bank may elect to require that you use one or more security devices and/or procedures and your refusal to do so may result in the termination of your permission to use Electronic Banking Services or the imposition of limitations on those Electronic Banking Services made available to you. The Bank may require different security devices and/or procedures be employed by different customers of the Bank, based solely upon the Bank's analysis of the appropriate level of security for each customer. Use of third-party security devices and/or procedures may require you to enter into one or more agreements respecting the use of such devices and/or procedures, and may require one-time or periodic fees that must be paid by you to Bank or one or more third-parties. The breach of the terms and conditions of any agreement respecting the use of Bank or third-party security devices and/or procedures may result in the termination by Bank of Customer's permission to use all or any part of Electronic Banking Services and could result in you being liable for damages arising out of such breach.

You acknowledge that the Bank may employ various analytical tools and procedures that are designed to assist the Bank in identifying suspicious online behavior and potentially unauthorized transactions that are initiated through the Electronic Banking Services. You agree that the Bank's use of these tools and procedures constitute part of the agreed-upon security procedures for the Electronic Banking Services even if the specific tools and procedures used by the Bank have not been disclosed to you. You also agree that if the Bank alerts you to suspicious online behavior or potentially unauthorized transactions you are solely responsible for acting on that alert and that the Bank may conclusively assume that you have approved such behavior or transaction if you fail to respond promptly to any such alert.

J. Compliance with Service Requirements & Guidelines. You agree to comply with the Service Requirements & Guidelines of the Bank. Bank shall provide a copy of the Service Requirements & Guidelines currently in effect upon receipt of a written request from you.

K. Recording of Telephone Conversations. Bank has the right, at its option, to record any and all telephone conversations with you or any authorized user of your Account, with respect to any matter related to your Accounts. Bank shall have no obligation to make any such recordings. All such recordings shall remain the property of Bank. You hereby consent to all such recordings on your behalf and for any authorized user of your Accounts.

L. Other General Terms. You agree to be responsible for any telephone or Internet Service Provider charges incurred for accessing your accounts through any of the Bank's Electronic Banking Services.

XII. GOVERNING LAW; VENUE

A. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Kansas, without regard to conflict of law principles.

B. Jurisdiction and Venue. In order to induce Bank to enter into this Agreement and in recognition that this Agreement was made and entered into in the State of Kansas, where the main banking house of the Bank is located, you hereby agree and consent with respect to this Agreement as follows:

- Any litigation arising under or relating to this Agreement shall be subject to the jurisdiction of any state or federal courts located in the State of Kansas as Bank or its successors and assigns designate, and in the absence of such designation, the sites for jurisdiction and venue shall be any state court located in Johnson County or federal court for the Eastern District of Kansas.

- Any of the foregoing courts shall have personal jurisdiction over you and jurisdiction over matters arising out of this Agreement.

You waive any and all rights to contest said jurisdiction and venue and waive any right to commence any action against Bank in any jurisdiction except the aforesaid arising out of or in respect of this Agreement.

XIII. IMPORTANT DISCLAIMER AND INTELLECTUAL PROPERTY NOTICES

A. The Bank endeavors to provide you with the highest quality Electronic Banking Services available. However, due to the unpredictable nature of the Internet, the Bank website may occasionally be inaccessible. In the event of a primary name change or change in the primary Tax Identification Number for your accounts, service may be temporarily unavailable during maintenance.

B. Bill Payment is provided to you for your convenience. An independent third party, Fiserv Corporation (formerly CheckFree Corporation), handles the actual payment of such bills and the Bank will only be responsible for the Bank's own gross negligence or willful misconduct.

C. Paperless Statements and Notices are provided for your convenience by an independent third party, FiServ Corporation. FiServ Corporation handles the actual email notifications as well as the storage and presentment of Electronic Information and the Bank

will only be responsible for the Bank's own gross negligence or willful misconduct.

D. The Bank reminds you that the Internet inherently lacks security for commercial transactions and therefore the Bank cannot and does not guarantee that downloads from any Internet site used in connection with your Accounts will not contain a virus or other destructive device. Additionally, you provide, request and receive information from any Internet site used in connection with your Accounts with the knowledge that such information can be intercepted and/or viewed by unknown third parties. Please contact the Bank at the information provided in Section I of this Agreement with any questions you may have regarding the above-identified information and disclaimers.

E. The Internet Banking System is a trademark of ACI Worldwide (formerly S1 Corporation). (All other brand and product names are trademarks or registered trademarks of their respective owners.) Features and services availability are subject to change without notice.

Bank of Blue Valley

ELECTRONIC BANKING SERVICE REQUIREMENTS AND GUIDELINES

Effective March 2016

SYSTEM REQUIREMENTS

Internet Banking	To access your account(s) through the Internet, you must have an eligible account at the Bank, enroll in the Internet Banking service, a personal computer with Internet access and 128-bit SSL encryption software, and have an established Internet email address.
Bill Payment	You must be signed up for the Bank's Internet Banking service to gain access to the Bill Payment service
e-Statements	To access your account(s) through the Internet, you must have an eligible account at the Bank, enroll in the Internet Banking service, a personal computer with Internet access and 128-bit SSL encryption software, and have an established Internet email address. You must be signed up for the Bank's Internet Banking service to gain access to the Bill Payment service. The system recommendations listed below are needed to access, retain, and print e-Statements: Hardware: A personal computer with Internet access and 128-bit SSL encryption software; Maintain enough free hard drive capacity or external drive capability for storing Adobe Acrobat (PDF) files Operating System: Microsoft Windows 95 or higher OR Macintosh System 8.0 or higher with one of the following browsers (capable of supporting 128-bit SSL encryption communications): Internet Explorer 5.5 or higher, Netscape Navigator 4.03 or higher, America Online version 4 or higher Software: Adobe Acrobat Reader 5.0 or higher Printer: Capable of printing e-Statements in Adobe Acrobat (PDF) format
Mobile Banking and Mobile Deposit	To access your account(s) through the Mobile Application, you must have an eligible account at the Bank, enroll in the Internet Banking service, a personal computer with Internet access and 128-bit SSL encryption software, and have an established Internet email address. You must visit "Other Services," and select the "Mobile Banking" tab. Enrollment requires a SMS enabled mobile number. Use of the Mobile Banking app requires at least an Android 4.0 or iPhone/iPad iOS 7.0 device. Other compatible devices may also work with the app. Bank of Blue Valley does not guarantee that your device or mobile carrier will be compatible with the Mobile Banking app. Mobile Deposit requires devices to have a rear facing camera.

LOGIN REQUIREMENTS

Internet Banking	The Bank will assign a Login ID and an initial password to you for accessing your Internet Banking account. Upon completing the sign-on procedure for Internet Banking, you will be required to change your password at that time. The Bank recommends that you exercise all due care to prevent the unauthorized disclosure of such passwords and to follow all established security procedures outlined in Section II of the Electronic Banking Access Agreement.
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PASSWORD GUIDELINES & REQUIREMENTS

For your protection, the Bank recommends the following password guidelines:

- Internet Banking passwords must be at least 8 characters in length and no longer than 20 characters
- Change your passwords regularly to prevent misuse
- Keep passwords confidential at all times
- Memorize passwords and do not write them down
- Passwords and Login IDs are case sensitive
- Use numbers or letters or a combination of each
- Do not allow your Windows program to remember any Password or Login information

As a security measure, the Bank will:

Upon three unsuccessful attempts to use your password, your access to Internet Banking will be disabled

Internet Banking access can be enabled using "Forgot Password" during Login. Electronic Mail (email) will be sent to the email address within the Internet Banking profile to enable internet banking access.

Internet Banking access will be dormant after (180) days of inactivity. For your security, dormant Internet Banking user profiles are removed from online banking access. In order to regain access after a period of dormancy, you must re-enroll in Internet Banking.

SERVICE FEES

Internet Banking	For consumer customers, there are no fees for accessing your account(s) through Internet Banking*, including viewing online check and deposit slip images. Business customers should contact their business banking officer for information on additional Internet Banking services and pricing information. Fees described in the applicable product or account statement or Schedule of Fees will apply to some additional services ordered online.
Bill Payment	For consumer customers, bill payment services are free. Bill Payment service fees may apply to business customers - refer to Deposit Account Agreement and Schedule of Fees for applicable fees.
e-Statements	There are no fees to receive your personal or business checking or savings account statement via internet banking.
Mobile Banking and Mobile Deposit	For consumer customers, there are no fees for accessing your account(s) through Mobile Banking or using the Mobile Deposit feature to deposit into consumer accounts*. Deposits made into business accounts

accessible by a consumer login will be charged \$0.50 per deposited item and customer may be asked to sign an agreement. Business customers should contact their business banking officer for information on additional Mobile Banking services and deposit pricing information. Fees described in the applicable product or account statement or Schedule of Fees will apply to some additional services available in Mobile.

**Please note that your Internet service provider may charge access fees.*