

eStatement User Agreement

Welcome to Valley Central Bank's eStatements! Our goal is to provide you with a quick, convenient, and easy to use paperless version of your statements and other documents related to your accounts at Valley Central Bank. We are pleased it is also environmentally friendly and that we can provide it at no cost to you.

We need your consent to begin sending your account statements and other documents to you electronically. Once you provide this consent and we begin to send your account statements electronically, we will no longer produce and mail a paper version of your account statements. Please review this Agreement to learn more and then click "AGREE" at the bottom of the Agreement if you would like to begin receiving your account statements and other account documents electronically via our eStatement Delivery Service. We hope you find this new document delivery fast, convenient, and easy to use.

Definitions:

For the purposes of this eStatement User Agreement, "Agreement" shall refer to this User Agreement. "You", "your" and "user" refer to the accountholder or any other individual authorized to receive electronic delivery of periodic account statements or other documents, disclosures, and communications ("eStatements") under this Agreement. "We", "us", "our", and "Bank" refers to Valley Central Bank. "Online Banking" refers to Valley Central Bank's Internet Banking and Bill Payment Service. "eStatement Delivery Service" or "the Service" refers to the Valley Central Bank eStatement Delivery Service. "Account" or "Accounts" refers to your deposit or loan accounts at Valley Central Bank.

Agreement:

The eStatement Delivery Service is provided as a service of Online Banking and therefore the Online Banking Agreement and Disclosure will be considered the controlling Agreement for the eStatement Delivery Service. You can find the Online Banking Agreement and Disclosure on the 24-Hour Banking page on our web site, www.amsavingsbank.com.

This eStatement User Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements and other documents ("eStatements") related to your accounts at Valley Central Bank through the eStatement Delivery Service. Please read this Agreement carefully. By using the eStatement Delivery Service, you agree to all the terms and conditions of this Agreement and reaffirm your agreement with all the terms and conditions of the Online Banking Agreement and Disclosure. You acknowledge your receipt of this Agreement and your prior receipt and agreement with the Online Banking Agreement and Disclosure and your understanding of the terms and conditions of both Agreements.

The terms and conditions of Valley Central Bank's Deposit Account Agreement, Electronic Funds Transfer Agreement and Disclosures as well as your other agreements with Valley Central Bank such as loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

Consent to Electronic Delivery:

When you sign up for our eStatement Delivery Service through Online Banking, you agree that for all of your checking, statement savings, money market and statement certificate of deposit accounts that are enrolled in Online Banking now or in the future, as well as any other statement accounts whose account activity is combined with these accounts, you will thereafter receive your periodic account statements electronically. Your electronic statements will contain the same content as the paper version that you have been receiving, which includes account balances, transaction activity, electronic funds transfer information, year-to-date interest, and error notification procedures. The choice, paper or eStatements, that is recorded on our system on the day the statement is generated will be the only statement method used to deliver that cycle's statement(s).

In addition, when you sign up for our eStatement Delivery Service, you further agree that other documents, disclosures, and communications related to any or all your deposit or loan accounts with Valley Central Bank may also be sent to you electronically via the eStatement Delivery Service.

Email Notification of Document Availability:

We will send an email to the email address that you have on file in Online Banking to advise you when your eStatement is available for viewing. In addition, we will include a link in this email to the Valley Central Bank website where you can sign-on to Online Banking and access your eStatement via the "View Statements" button located on the main "Accounts" page.

Please remember, it is your responsibility to ensure that the "Services" tab feature within Online Banking contains your current email address. Once you have updated your email address in the "Services" feature, it is also your responsibility to update this email address in the eStatement Delivery Service by simply accessing the eStatement Delivery Service one time after you have made this change. However, if you do not wish to receive email notification regarding document availability on some or all of your deposit or loan accounts, you may terminate the email notification by clicking on the "Services" tab and under "Contact Us" send message telling us that you wish to cancel your e-mail notification within the eStatement Delivery Service.

Account Statements:

Your account statements will become available through the eStatement Delivery Service shortly after the end of your statement cycle period. In the case of checking or money market accounts, the account statement may be available to you even before all the images of your cancelled checks have been processed for the statement cycle period. However, the eStatement Delivery Service is updated multiple times each day and as soon as your check images are processed, they will be made available to you through the Service.

Your account statements will become available through the eStatement Delivery Service incrementally each month after you enroll in the Service. Statements will be available for twelve (12) months and thereafter the oldest statement will be deleted when the most recent statement becomes available through the Service. If you wish to retain your statements for a longer period, you should download them to your computer or print them during the twelve (12) months that they are available through the Service. If you request a copy of either your account statement or any check referenced in that statement from us, we will provide a legible copy within a reasonable time. Applicable service charges may be assessed in accordance with the Valley Central Bank Schedule of Fees.

Deposit Statement:

You may access the Deposit Statement by clicking on the "Disclosure" button on the top of the "eStatements" page of the eStatements Delivery Service.

You're Right to Terminate:

You may withdraw your consent to receive eStatements by accessing the "Services" button in Online Banking and selecting the "Send Message" and telling us you want to cancel receipt of your statements within the eStatement Delivery Service.

Our Right to Terminate:

You agree that we provide the eStatement Delivery Service at our sole discretion and we can rescind your use of this service at any time and for any reason. However, if we do, we will instead produce and mail a copy of your account statement, document, disclosure, or other communication to you.

You will be notified by email when new documents are available for viewing in the eStatement Delivery Service. Please verify that the email address below is the correct email address for receiving communications from both Online Banking and the eStatement Delivery Service. If there is no email address below or the email address needs to be updated, please click on the "DECLINE" button and access the "Services" tab in Online Banking to insert or update your email address. Once your email address has been updated, click on the "View Statements" button in Online Banking and if the correct email address is then reflected below, click on the "ACCEPT" button to enroll in the eStatement Delivery Service.

Important Liability Disclaimer and System Requirements:

Valley Central Bank agrees to make commercially reasonable efforts to ensure full performance of the eStatement Delivery Service. However, we shall have no liability for failure to perform any eStatement Delivery Service, or for any disruption or delay in performing any eStatement Delivery Service, in the event such failure, disruption, or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electrical power, computer equipment, telecommunication systems, your internet service provider or our data processing service providers. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances. We do not guarantee that the eStatement Delivery Service will meet your specific requirements nor do we make warranties of any kind, whether express or implied, with respect to the use and adequacy of the eStatement Delivery Service.

At a minimum, you need to meet the following system requirements to ensure that you can access your account(s), using our digital services to view your electronic documents (we will let you know if these requirements change):

- Computer or mobile device with an operating system activity supported by the manufacturer.
- For mobile devices – the current version of our mobile app.
- For computers – a modern web browser that is actively supported by the manufacturer.
- Internet access

- Software capable of displaying .pdf files.
- Storage space to save your electronic documents.
- A printer if you wish to print your electronic documents.

Your consent applies to all devices you use to access your account and view electronic documents. If you change devices (or use multiple devices), it is your responsibility to ensure that the other device(s) meets these system requirements and that you are still able to access and view your electronic documents. You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for receiving eStatements. Valley Central Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

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