

VALLEY BANK ELECTRONIC STATEMENT (eStatement) DISCLOSURE AGREEMENT AND CONSENT

WELCOME! Welcome to Valley Bank's Online Electronic Bank Statement (eStatement) Delivery Service. Our goal in providing this free service is to provide you with an easy and convenient way to receive your periodic bank statements. Please read carefully and retain a copy for your records.

ELECTRONIC STATEMENT CONSENT. With your consent, we will provide you with all periodic statements, notices, and disclosures, also referred to as documents, for the accounts you have selected on the eStatement "Enrollment" page, which would normally be delivered with your paper statement through regular mail. At our discretion, certain documents for the selected accounts may be delivered by US mail. Once you have provided your consent and completed enrollment, you may enroll additional accounts at any time online by selecting the "Options" button, and edit eStatements".

YOUR RIGHTS/OPTIONS TO RECEIVE A DISCLOSURE IN PAPER FORM. If you elect to receive your bank statements through electronic delivery, the bank will no longer send you your statements through the US Mail. Valley Bank, at our discretion, may deliver in paper form to your last postal mailing address of record, certain records for your designated accounts. Your consent, which will be given electronically by agreeing to this Consent and Agreement, is to authorize the bank to forward to you an email notifying you that your statement is ready to be viewed and/or printed within our online banking program.

To discontinue this electronic delivery service for any or all accounts, you may submit a written request to any of our branches or mail your request to Valley Bank, 1307 East Main Ave., Puyallup, Washington 98372. At this time there is no fee to discontinue this service. By withdrawing your consent, we will no longer send or make available to you electronic documents and will resume sending you paper documents via US mail. If you withdraw your consent, any documents made available electronically prior to the effective date of your withdrawal will no longer be available. We recommend you print or save your electronic documents before you discontinue the service. You will not be able to receive electronic documents unless you again provide us with your consent. It may take up to seven (7) business days for the bank to discontinue eStatement delivery, and after such time you will no longer receive your statements electronically.

EQUIPMENT AND TECHNICAL RESOURCES. To access this eStatement disclosure, you have already agreed to Valley Bank's Online Banking agreement that specifies the minimum technical

requirements necessary to access online banking. We recommend you have the latest version of Adobe Acrobat Reader® to open or view your statement(s). To download the latest free version available of Adobe Acrobat Reader® visit www.adobe.com.

EMAIL ADDRESSES. You must validate your email address upon enrollment. You may change your eStatement email notification address at any time by accessing the “Options” page of Valley Bank’s Online Banking site or by contacting the bank. Changing your email address will affect all future notifications sent to you. You agree that your failure to provide Valley Bank with an accurate email address is lack of ordinary care on your part and that you may not dispute the validity of any electronic documents we make available to you if you fail to provide us with your current e-mail address and contact information. If your eStatement is returned “Undeliverable” and we are unable to obtain a correct e-mail address within 30 days, we will automatically cancel your eStatement service and resume sending a paper statement via US Mail.

JOINT ACCOUNTS. If your Valley Bank account is owned jointly with other individuals, the primary account holder (determined by the social security number used for IRS reporting purposes) must consent to receive electronic disclosures and eStatements and that person’s election to access eStatements shall apply to all owners. Valley Bank will automatically turn off the paper statement for that account after the first eStatement has been made available to you.

DISPUTES. For purposes of disputes, the statement date will be considered the date that the email is delivered to your email address (the “Email Date”). You have a duty to exercise “reasonable promptness” in examining your eStatement and to notify Valley Bank of any unauthorized transactions regardless of when you open the eStatement. For errors reflected on your statements or questions about your accounts, please contact us within the applicable time periods using the address and telephone number shown above. The rules for liability in the event of unauthorized use of your accounts are outlined specifically in the Electronic Funds Transfer disclosure that you received when you opened your account at Valley Bank. The “Deposit Account Agreement” and all other disclosures applicable to your accounts will continue to apply after you have given your consent.

If you believe that your online Banking access ID and/or Password is lost or compromised, or that someone has obtained access to your account or your statements without your permission, you should call us at 1-877-848-4816.

AVAILABILITY OF ELECTRONIC DOCUMENTS. Electronic documents will be available to you online for up to 12 months. You may print or download copies of any document by using the print feature on your browser or by following the instructions on our site. We will continue to electronically archive all statements and canceled checks as required by law. Should you need a statement which is no longer accessible online you may contact the bank for a copy. Normal fees will apply.

NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE. Because of the unpredictability of the internet, we do not guarantee continuous or uninterrupted access to your periodic statements through the Internet, however, should you be unable to access your statements, you may contact us and we will provide a paper statement to you at no charge.

LIMITED LIABILITY. You agree that we will not be liable for lost profits or any special, incidental or consequential damages arising from or in connection with your use of our eStatement service. Further, you agree that we will not be liable for any technical, hardware or software failure of any kind, any interruption in the availability of our eStatement service, any delay in operation or transmission, an incomplete or illegible transmission, computer virus, loss of data, or other similar loss.

GOVERNING LAW. You Agree that this Consent and Agreement is governed by the laws of the State in which the Bank's main office is located, excluding any application of conflicts of laws, rules or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in the county in which the Bank's main office is located.

CONSENT. By clicking on "Accept" during the enrollment process, you agree that you have consented to receive the above documents electronically, you represent that you have not withdrawn your consent, and that you have all of the necessary hardware and software listed in the Online Banking Agreement. Valley Bank has absolute discretion to make eStatements available to you and may at its discretion reject your request for enrollment in the eStatement service. Further, Valley Bank has the discretion from time to time and upon giving notice to you to modify, restrict, withdraw, cancel, suspend or discontinue eStatements without giving any reason and you understand that by using eStatements after any modifications or change has been effected, you would have agreed to such modification or change. Please allow sufficient time for us to process your consent. You will continue to receive paper statements via US mail until we have processed your request. Unless otherwise required by law or stated elsewhere in this Agreement, I agree that Valley Bank is not liable for any

loss, damage or injury, whether direct or indirect, special, incidental, or consequential caused by (i) any negligent act of the Bank (ii) related in any way to your use of Valley Banks eStatement Delivery Service (iii) arising out of the installation, use, or maintenance of the software used to access the website or eStatements.