### BANK OF BLUE VALLEY eSTATEMENT SERVICE AGREEMENT AND DISCLOSURE

## PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING FOR THIS SERVICE

eStatement (the "Service") is provided by Bank of Blue Valley, ("we", "our", "us", and "bank") to Customer ("you" or "your"). Access to and use of the Service is subject to all applicable federal, state and local laws and regulations. Unauthorized use of the Service or information accessed via the Service is strictly prohibited.

Registering for the Service indicates your desire to replace your mailed (paper) statement(s) with an electronic version (PDF) that you can view, save to your device or print at your convenience. Your eStatement will consist of what you currently receive in the mail. If you currently receive imaged copies of your checks with your paper statements, the same will be available with your eStatement. If you currently do not receive images of checks with your paper statement, your check images will not be available with your eStatement. In addition, any contractual notice or disclosure may be delivered to you electronically for any account that is set-up to receive eStatements as allowed under law. You can view your last 24 statements (24 months for monthly cycle, 24 weeks for weekly cycle or 24 days for daily cycles.)

## YOUR RIGHTS

You have the right to discontinue the electronic delivery of statements. This can be done by requesting this change through a bank representative. When you request to turn off eStatement(s) you will automatically begin receiving mailed (paper) statements with your next statement cycle. We reserve the right to continue sending email notices of amendments to any electronic agreement at the email address you have provided. Bank of Blue Valley will not impose any fees for the cancellation of eStatement delivery. There may be other costs such as account ineligibility or interest rate changes to your account if you cancel eStatement delivery. Please review your account terms that you received when you opened your account. For an additional copy of those terms please contact your local branch.

If at any time, in addition to the electronic eStatement, you need a paper copy you may notify the Bank by sending an e-mail to <u>OnlineBankingBBV@bankbv.com</u> or by calling 877-280-1862 or writing a letter to Bank of Blue Valley, Customer Service Department, 11935 Riley Street, Overland Park KS 66213 or by contacting a Customer Service Representative at any of the Bank's locations. Applicable fees may apply. By accepting this disclosure, I acknowledge that ALL accounts available through online banking be enrolled. This means the printing of statements and notices for all those accounts will be turned off going forward. In addition to the current accounts available through Online Banking, any NEW accounts opened or added in online banking will AUTOMATICALLY BE ENROLLED for electronic delivery. Only one email address will receive notification of eStatement availability per customer.

#### **eMAIL COMMUNICATIONS**

By accepting this eStatement Delivery Agreement and Disclosure, you are verifying that as of the date of your acceptance, you have provided us with your most current email address, and you agree to promptly notify us of change to avoid interruptions with the Service and/or communication.

You may change your email address from the My Info menu while logged into Online Banking or calling 877-280-1862, or writing Bank of Blue Valley, Customer Service Department, 6740 Antioch, Merriam, KS 66204.

You agree that we will be deemed to have acted reasonably if we attempt to deliver an email notice to your primary email address and that notice comes back to us as undeliverable. It is up to you to log into your Online Banking account after your statement cycles and retrieve your statement even if you do not receive the notice.

## SYSTEM REQUIREMENTS FOR ACCESS AND RETENTION

For all products, you understand that you are responsible for the installation, maintenance and operation of your device and its software. We are not responsible for any errors or failures to your device or its software.

In order for the Service to work properly, you must have access to a computer or device with Internet access, web browser, and PDF reader that is supported by our application. For a current list of system requirements, please call our Customer Service call center at 877-280-1862, or write to Bank of Blue Valley, Customer Service Department, 11935 Riley Street, Overland Park, KS 66213.

Unsupported browsers, operating systems, and PDF readers may still function but we may not be able to resolve any issues attributed to the use of these software applications. You understand that you must complete the entire registration process to affirm your ability to receive, open and view your eStatement.

## SECURITY AND ACCESS

You are responsible for protecting your Login ID and Password - please use maximum caution in protecting this information.

You are responsible for accessing, opening and reading your available statements. It is your responsibility to notify us if any statement is not accessible, is incomplete or unreadable. In the event any of the above problems exist and you are unable to retrieve a copy of your statement, we will supply a paper copy of your statement at your request; however, a fee may apply subject to our current schedule of fees and we may not be able to provide you with that statement if a substantial period of time has passed from when that statement was first made available to you. We are not responsible to archive your statements beyond the time required by applicable law.

## SYSTEM CHANGES

If a change in the hardware or software requirements creates a material risk that you will not be able to access or retain a subsequent electronic record consented to in this agreement we will provide you with a new agreement with the revised hardware and software requirements. You have the right at that time to withdraw your previous consent without the imposition of any fees for such withdrawal. There may be other costs such as account ineligibility or interest rate changes to your account if you cancel eStatement delivery. Please review your account terms that you received when you opened your account. For an additional copy of those terms please contact your local branch.

# **REVISIONS TO THIS AGREEMENT**

By using the Service after you have been notified of any changes, you are agreeing to the terms in the revised Agreement. You will be notified of any change via email to the email address you have provided.

# ACCEPTANCE OF TERMS AND CONDITIONS

By selecting "I accept the eStatement Service Agreement and Disclosure provided" and submitting this registration, you agree that you have read and understood the terms and conditions set forth in this agreement and you accept this agreement without modification. By accepting this agreement, you consent to the electronic delivery of statements and other bank-related documents. You understand that this agreement is effective at the date and time of the bank's receipt of your accepted electronic agreement. If you do not agree to the terms and conditions of this agreement, you should not submit this registration and you will not be enrolled in the Service.