



Elkhorn Valley Bank and Trust E-Statement Service Agreement and Confirmation Code

By accessing Elkhorn Valley Bank's E-statements, you agree to this E-Statement Service Agreement (the Agreement) as well as the terms as identified in Elkhorn Valley Bank's Deposit Account Agreement you received when you opened your account. A copy of Elkhorn Valley Bank's Deposit Account Agreement can be obtained by notifying us in person or by calling (402) 371-0722.

As used in this Agreement, the words "we", "our", "us", "Bank", and "Elkhorn Valley Bank" mean Elkhorn Valley Bank and Trust, Norfolk, Nebraska. "You" and "your" refer to the account owner(s). "Account" or "accounts" means your deposit account(s) at the Bank.

E-Statement Consent

You must enroll in E-statements and agree to access the monthly statements you are provided in connection with your accounts with the Bank electronically. You understand that the Bank will discontinue mailing printed account statements to your address of record. All future statements will be maintained on a website which you can access to obtain, review, print, save, and download your monthly statements for a period of 12 months. By accepting this Agreement, you give your consent to receive electronic notice of any notice or other type of communication provided to you by the Bank. Your consent also covers all disclosures that are required or may be provided on or with your account, including, but not limited to the Right to Financial Privacy Notice as required by Regulation P and the Error Resolution Notice required by the Electronic Funds Transfer Act. You are required to have Online Banking in order to access E-Statements, and you will be automatically enrolled if you have not already done so.

Joint Accounts: If your account is joint with another person(s), one of you may consent to receive disclosures electronically, and that person's election to receive E-Statements shall apply to all owners.

Hardware and Software Requirements

To access your statements online, you need a personal computer that has the capability to run software that can access the Internet and send and receive electronic mail. For accessing the Internet, we recommend you use either Netscape Navigator 4.7 or higher or Microsoft® Internet Explorer 6 or higher. If you are reading this agreement online, you have the necessary hardware and software to access your online statements. To open and view an online statement or any other document sent by the Bank, your computer system must be equipped with Adobe® Reader® software. You may download Adobe® Reader® for free at www.adobe.com. To print a copy of your statements, you will need a printer attached to your computer capable of printing Web pages. To retain your statements on your computer, you can use the "save" feature of your Internet software to save the pages to your hard drive or to some other media such as a CD-ROM.

Duty to Review Monthly Statements

You must promptly access and review your statement and any accompanying items and notify us in writing within the applicable time period specified by law of any error, unauthorized transaction, or other irregularity. If you allow someone else to access your statement, you are still fully responsible to review your statement for any errors, unauthorized transactions, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the statement date regardless of when you receive and/or access the statement.

Your Right to Withdraw Consent

You have the right to withdraw your consent to have your statements provided in an electronic form by notifying us in person at any of our branch locations or by writing to: Elkhorn Valley Bank, PO Box 1007, Norfolk, NE 68702. We must receive your withdrawal of consent not less than thirty (30) days before the date statements are processed for a statement period for you to receive a paper statement for that statement period. You will receive paper statements for subsequent statement periods.

Change of E-mail Address

You agree to notify us immediately of any change in your e-mail address. You may change your e-mail address by visiting our office, or by calling (402) 371-0722.

Security

You understand the importance of your role in preventing misuse of your accounts, and you agree to promptly examine your online statements for each of your Bank accounts. You agree to protect the confidentiality of your account and account number, and your personal identification information, as well as your driver's license number and social security account number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Data transferred via the Internet is not encrypted. 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 activity utilizing the Internet is secure.

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 online statements provided to you under this Agreement. We do not and cannot warrant that online statements will operate without error or that online statements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents, or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of E-Statements, including loss of profits, revenue, data, or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Requesting a Paper Copy of a Statement

Requests for a paper copy of a statement can be made by visiting our office or in writing to: Elkhorn Valley Bank and Trust, PO Box 1007, Norfolk, NE 68702. A fee may be charged for each statement copy. Please refer to a current Schedule of Fees.

Additional Terms and Conditions of Your Electronic Statement Agreement

The terms and conditions of your Deposit Account Agreement for each of your Bank accounts as well as your other agreements with the Bank continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Nebraska. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (expressed or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

Change in Terms

We may change any term of this Agreement at any time. If you do not wish to accept the change, you may terminate this Agreement by withdrawing your consent to receive statements electronically at no additional cost.

Our Right to Terminate

You agree that we can terminate the E-Statements service and revert to printed mailed statements for any reason at any time.