

## **ELECTRONIC DELIVERY OF BANK STATEMENTS CONSENT AND AGREEMENT**

1. **Welcome!** Welcome to Mountain Valley Bank's On-line Electronic Bank Statement Delivery Service. Our goal is to provide you with an easy and convenient way to receive your periodic Bank Statements.

2. **Your Consent.** For the Bank to begin forwarding your Bank Statements to you electronically, we need your consent. Please review the information below prior to giving your consent. By agreeing to have your Bank Statements sent electronically, you also agree to notify the Bank immediately by telephone at (304) 637-2265 of any change in your e-mail address or any errors or complications relating to your electronic receipt or access of your Bank Statements.

\* **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 mail.

\* **Whether your consent applies only to a particular transaction or to categories of transactions** – Your consent, which will be given by clicking on the "I ACCEPT" button on the application form or by signing a paper copy of this Consent and Agreement and providing it to the Bank, is to authorize the Bank to forward to you electronically your periodic Bank Statements and any other disclosures that the Bank might send to you with your Bank Statements, such as Truth in Lending disclosures or other required disclosures relating to your accounts.

\* **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** – To discontinue this electronic delivery service, you can request a discontinuance of the service by calling the Bank at (304) 637-2265. It will take up to 45 days for the Bank to implement your request, and after such time you will no longer receive your statements electronically. We will charge no fees for discontinuing the service.

\* **How the consumer may obtain a paper copy of the record upon request** – To obtain paper copies of a particular statement please call the Bank at (304) 637-2265. The fee for paper copies is \$2.00 per statement.

\* **Hardware and software requirements for access and retention of the electronic information** – The hardware and software requirements to enable you to receive and retain your Bank Statements electronically are discussed below in **Our Requirements**.

3. **Our Requirements.** First, the same terms apply with respect to electronically delivered Bank Statements as for those delivered in paper form, and the deposit agreements and disclosures that you have previously entered into with or received from the Bank remain in effect.

Second, for you to be able to receive and view your statements effectively, you must use an Internet browser that supports 128-bit encryption. Both the Microsoft Internet Explorer® browser and the Netscape Navigator® browser versions 4.0 or higher will enable you to receive and use our service. If you do not have at least a 4.0 version of one of the referenced browsers, you can go to the web site of either Microsoft or Netscape and download the appropriate version of the browser you need. Also, to view your Bank Statements, you will need Adobe Acrobat Reader 3.0 or greater. This product is available for free at <http://www.adobe.com>.

Additionally, we will be using a service called CSISafe to safely and securely deliver your Bank Statements. CSISafe will store your Bank Statements electronically for 90 days from the date of delivery. You may print or download your Bank Statements to retain copies of them. You may subscribe to CSISafe's long term storage service if you want to retain your Bank Statements online in secure electronic storage for more the 90 days. A file will be included with your Bank Statement delivery that will contain a list of all of your banking transactions. That file can easily be imported into a number of money management programs.

4. **Privacy.** Our privacy policy (that has been previously provided to you ) will apply to this service and the policy is incorporated into and made a part of this Consent and Agreement. CSISafe is subject to our rules on privacy in relation to your Bank Statements. As discussed in paragraph 6 below, you must have a unique user name and password to access your Bank Statements. Your user name must be a valid e-mail address. This e-mail address

will be used in accordance with the Bank's privacy policy to deliver your Bank Statements to you. It will not be sold or otherwise provided to third parties.

5. **Service Availability.** The Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.

6. **Security.** We are providing this service through CSISafe because of its method of maintaining the security of confidential documents. To access your Bank Statements you will be required to adopt a user name and password. Your password must be at least eight characters and contain a mix of letters and numbers. **Your user name must be a valid e-mail address.** To protect the security of your banking information, you must not disclose or share your password with any third party. In addition, your Bank Statements will not be forwarded to you through e-mail. You will be notified by e-mail that they are available for you to access on the CSISafe server.

7. **NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE.** BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS THROUGH THE INTERNET. HOWEVER, SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS, YOU CAN CALL THE BANK AT THE NUMBER SET FORTH IN THE ATTACHMENT ACCOMPANYING YOUR BANK STATEMENTS AND THE BANK WILL TAKE OTHER MEASURES TO PROVIDE COPIES OF YOUR STATEMENTS TO YOU.

8. **LIMIT OF LIABILITY.** YOU AGREE THAT IN NO EVENT WILL WE OR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIERS' SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OUR SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER WE NOR OUR SUPPLIERS (OR ANY OF OUR OR OUR SUPPLIERS' SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF OUR SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS.

TO THE EXTENT WE MAY HAVE BREACHED ANY TERM OF THIS CONSENT AND AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THIS SERVICE. YOU FURTHER AGREE THAT OUR LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR TORT) WILL NOT EXCEED AMOUNTS PAID TO US WITHIN THE LAST 90 DAYS (IF ANY) FOR THIS SERVICE.

9. **Notices.** If you want to send us a notice in relation to this Consent and Agreement, you must send it by regular mail to Mountain Valley Bank, N.A., P.O. Box 1969, Elkins, WV 26241. We may notify you by sending notice to your e-mail address or by mailing you notice by U.S. mail return receipt requested to the most current mailing address that we have for you. You agree that any notices sent by e-mail will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

10. **Arbitration.** You agree that any claim or controversy relating to this Consent and Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

11. **Governing Law.** You agree that this Consent and Agreement is governed by the laws of the State in which the main office of the Bank 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 city in which the Bank's main office is located.

I Accept

I do not accept and will immediately  
discontinue use of this service.

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Customer Name

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Date