

Grand Valley Bank

Online & Mobile Banking Agreement (Rules and Disclosures)

This agreement states the terms and conditions for Grand Valley Bank's Online and Mobile Banking Services. When you apply for and use these services, you agree to these terms and conditions. The terms and conditions in the Online & Mobile Banking Agreement are in addition to those that apply to any account you hold with us or any other services you obtain from us.

USER NAME AND PASSWORD

You will be given an online identification number and a password that will give you access to your accounts through Online Banking. This password can be changed within Online Banking from the Sign On screen. We recommend that you change your password regularly. You will be asked to set up two-factor authentication. We are entitled to act on instructions received under your credentials. If you elect to choose the option "Don't ask for codes again while using this browser" you agree Grand Valley Bank is not liable for action taken within Online Banking. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account data confidential.

Anyone who has your Internet Banking identification number and password will have full access to your accounts, even if you attempt to limit that person's authority.

INTERNET ACCESS FEES

There are no fees for accessing your account (s) through Grand Valley Bank's Online Banking service. Other fees as described in the applicable Account Disclosure Statement may apply to services ordered and transfers online. These fees are outlined in the Common Fee Schedule that you received when you opened your accounts. Fees are subject to implementation or change with a thirty- (30) day advance notice.

GVB MOBILE BANKING SERVICE AND FEES

Grand Valley Bank endeavors to provide you with the highest quality Mobile banking available. This Agreement states our obligations with respect to our GVB Mobile banking service (the "Service"). There are no fees for GVB Mobile for balance inquiries and transfers between your GVB accounts. Fees for the optional Bill Payment Service, for which some features can be accessed through GVB Mobile, are listed later in this agreement.

While we cannot promise the Service will always be available for your use, we will use reasonable efforts to make the Service available continuously. We will try to conduct scheduled maintenance during non-peak hours. The Service may be unavailable for short periods during regular or emergency system maintenance. We will use diligent efforts to re-establish the Service as quickly

as possible. Accessibility to the Service may be interrupted due to conditions beyond our control, including outages of Internet availability or your cell phone service provider. We have the right to discontinue this Service at any time; if we chose to do so, we will provide you with reasonable advance notice of that fact.

You are responsible for providing your own hardware and software to access the Service. The hardware and software you use may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of the Service on all wireless devices. We encourage you to take reasonable steps to protect your wireless device and your personal information on such device by using security features such as anti-spyware and anti-virus software that is commercially available. You are responsible for the charges of any wireless service provider while using the Service.

We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. As required by applicable law, we will provide you with notice if your information is the subject of a security breach.

The accounts that you access using the Service are subject to the terms and conditions of the deposit agreement for those accounts and the terms and conditions for Internet banking described in this document.

Please contact us at 1-877-859-6040 with any questions you may have regarding this Service disclosure.

BILL PAYMENT SERVICE

You can enroll in Bill Pay simultaneously with your Online & Mobile Banking Application or later; so long as you still have Online Banking access.

You can add payees within the United States (including U.S. Territories and APOs and AEOs). We reserve the right to refuse the designation of a “payee” for any reason. We are not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information. By furnishing the names and addresses of your payees within the Bill Payment Service, you authorize us to follow the payment instructions to those payees via Grand Valley Bank’s Online or Mobile Banking.

There is a per item payment limit of \$20,000 for individuals and \$100,000 for businesses using the Bill Payment Service. P2P (person-to-person) payments are capped at \$1,900 per transaction and \$3,800 per day.

We will remit from funds in the checking (Internet Funding) account to the payee on your behalf when we receive a payment instruction from you for a current or future date. You should allow five business days from the payment date (processing date) you have set for payments to reach the payee. Electronic payments may take less time than check payments. You can update payees as their payment options change. Funds must be available in your account (including sweeps, if any) and/or your overdraft protection account for the transaction on the payment (processing) date you designate. You can edit or delete scheduled payments until 1:00 pm, Mountain Time, the day the payment is to be processed.

A single payment submitted after the cut-off time at 1:00 p.m. Mountain Time on the designated processing date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring payments – When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based on the following rules:

If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business day prior to the calculated processing date.

If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the processing date.

Note: if your frequency settings for the recurring payment specify the 29th, 30th or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments – the system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

Cancelling a Payment – A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

BILL PAYMENT FEES

There are no fees charged for our standard Bill Payment service for individuals or businesses. If you do not use your bill pay account for a 6-month period, it will be inactivated. If your bill payment account becomes inactive, you will not have access to any history from past use. You may contact any branch to have your Bill Payment service reactivated.

INTERNET FUNDING ACCOUNT

If you use our Bill Payment service, this is the account that will be charged for the payments. You may not designate an account that requires more than one signature for withdrawals. You must be

the owner of the account. You authorize us to charge the account that you have designated as the Internet Funding Account or any other account for any fees. We may cancel your Internet Banking services at any time without prior notice due to insufficient funds or other reasons. Call us at (970) 241-4400 or 1-877-859-6040 to request reinstatement.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your direct losses or damages. However, there are exceptions. We will NOT be liable, for instance:

If, through no fault of ours, you do not have enough money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.

If any payment or transfer would exceed the credit limit of any account.

If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

If you have not given us complete, correct, current account numbers, or other identifying information so that the payee can properly credit your account or otherwise complete the transaction.

If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

If you do not instruct us soon enough for your payment or transfer to be received and credited by the payee by the time it's due.

If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that restricts the transaction.

If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.

If the payee (for example, certain government entities) will not accept payment using this method.

There may be a dollar limitation on the size of transactions, which are accepted by Online Banking. We will not be liable for attempts to exceed these limits.

We will not be liable for your indirect losses or consequential damages such as for lost profit opportunities.

BUSINESS DAYS

Transaction and update information is only processed on business days. Our business days are Monday through Friday. Holidays are not business days. Account to account transfers made in Online Banking after 8:00 p.m. Mountain Time will be processed the next business day.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS IN YOUR ACCOUNTS

You are responsible for notifying us of any changes that affect your account, such as a change in personal information, or if you wish to close the Internet Banking Funding Account, or to terminate Online Banking or Bill Payment service with us.

Notify us at once, if you believe another person has improperly obtained your Online Banking

password. Also notify us if someone has transferred or may transfer money from your Bank deposit account without your permission, or if you suspect fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize. To notify us, call Grand Valley Bank Customer Service at 970-241-4400 or 1-877-859-6040 during regular banking hours or E-mail us at the address given on our Web page (DO NOT include your account number or other personal information, unless you use the "secure portal"), or write us at Grand Valley Bank, P.O. Box 848, Grand Junction, Co. 81502.

If your Online Banking password has been compromised, tell us AT ONCE. Telephoning us is the best way to keep your losses down. If the unauthorized use occurs through no fault of yours, no liability will be imposed on you.

In addition, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us promptly after the paper or online statement was sent to you, and we could have prevented the transaction had told us in time, you might not get back any lost funds. Certain banking laws and regulations apply to these kinds of problems. Nothing in this document is meant to be contrary to or supersede these laws and regulations.

BUSINESS ACCOUNTS

In addition to, or in place of the above, the following provisions apply to business accounts or transactions involving business purposes.

The Customer acknowledges responsibility to:

restrict access to passwords and PINs to persons entrusted to make payment orders from funds of the Customer's business;

safeguard passwords and PINs against unauthorized access and use;

change passwords and PINs periodically, and whenever an individual who had access to a password or PIN is no longer entrusted to make payment orders, or whenever a breach of security is suspected.

You must also notify the Bank immediately upon any suspicion of unauthorized activity or a breach of password or PIN security. Notice to the Bank may be verbal or written. If verbal, notice will be confirmed in writing within twenty-four (24) hours of verbal notice.

You agree that payment orders issued to the Bank through the Bill Payment Service in your name will be effective as your order, whether or not authorized, so long as the Bank accepts such order in good faith and in reliance on security procedures. The Customer will be bound by any payment order issued in its name and accepted by the Bank in compliance with these procedures.
