

Cache Valley Bank
Cash Management
Online Banking Agreement and Application

AGREEMENT

By executing the Online Banking Application (attached hereto as Exhibit A and incorporated herein by reference), the Commercial Customer of Cache Valley Bank ("you", "your", or "Company") agrees to the following terms and conditions of enrollment in the Internet banking network maintained by Cache Valley Bank ("we", "our", "us", or "Bank"):

1. The following services will be available:

- Balance inquiry
- Account history
- Access to check images
- Account alerts
- Account sweeps
- eStatements
- Funds transfer
- E-mail to Cache Valley Bank
- Account history download
- Stop payment requests
- Check reorder requests
- ACH transfer services
- Wire transfer services
- Billpay services
- User administration

Other services may be available from time to time in the future. By using these services as they become available, you agree to be bound by the terms and conditions contained in this Agreement. Notification of the availability of these services will be made on Cache Valley Bank's website: www.cachevalleybank.com

2. If you choose to use the Stop Payment feature, you realize that a written order is effective for six months unless renewed in writing and an ACH stop payment is good for one occurrence only.
3. You will allow us a reasonable time in which to complete your registration once you submit the necessary forms, including the Online Banking Application. You will allow us a reasonable time in which to process any service requests you make through the Internet banking network.
4. Once you have completed the Online Banking Application, we will assign your Primary Administrator (identified by you on the Online Banking Application) a password for access to the Internet banking network. You will be solely responsible for the use by anyone of the Internet banking network who utilizes the correct login credentials. We

will have no duty to further verify the identity of any Internet banking system user with valid login credentials. We will act on instructions received under valid login credentials.

5. You are solely responsible for maintaining the addition or deletion of any users of the Internet banking system with access to your login credentials.
6. Cache Valley Bank has the right to monitor and review all banking activity conducted on its Internet banking system.
7. You will be responsible for any service charges incurred by your use, or use by any user, with access to your login credentials. These service charges will be deducted from the checking account you specify on the Online Banking Application. A schedule of internet banking service charges is available at any Cache Valley Bank branch location or on our website: www.cachevalleybank.com. We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges or other material terms, we will send notice to you at the address shown in our records by first-class U.S. postal mail 30 calendar days prior to the changes taking effect. Any such notice sent to you shall be deemed received within 30 days of the date sent by us. If you do not respond to such notice, you will be deemed to accept the changes of this Agreement.
8. You agree that neither Cache Valley Bank nor any Internet service providers you utilize to access our Internet banking network shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, us, or Internet browser or Internet access providers. Nor shall Cache Valley Bank or any service provider be responsible for any direct, indirect, special or consequential, economic or other damages arising out of your use of our Internet banking network.
9. You agree that Cache Valley Bank is not responsible for any damage occasioned by instructions we receive from a user using correct login credentials. You authorize us to act on all instructions received under valid login credentials and to deduct any service charges directly from your account balance as incurred. You also agree to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or a user with valid login credentials. This includes liability for our costs to collect the deficit including, but not limited to, reasonable attorneys' fees.
10. We reserve the right to discontinue the internet banking network, or any of the services referenced in paragraph 1, at any time.
11. This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent no such applicable federal law or regulation exists, by the laws of the State of Utah.
12. Each of your accounts at Cache Valley Bank is also governed by the applicable account disclosure statements.
13. If you send us an electronic mail message, we will be deemed to have received it on the next business day, and we will have a reasonable time to act upon your email. **Please**

note that email is not a valid way to communicate time-sensitive issues. You should not rely on email if you need to communicate with us immediately, i.e., if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- **NOTE:** E-mail transmissions outside of the internet banking site are not secure. Do not send us or ask for sensitive information such as account numbers, login credentials, passwords, account information, etc. via any general or public e-mail system. **Be aware that we will never send you an e-mail requesting any sensitive account information. DO NOT reply to an e-mail requesting account information.**

14. You agree that we may respond to you by email with regard to any matter related to the internet banking service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such email sent to you shall be deemed received within three (3) days of the date sent by us.
15. Except as provided for above, if we do not properly complete a transfer to or from your account(s) on time or in the correct amount according to our agreement with you, we will be liable for the amount of any losses or damages incurred by you and resulting directly from such a failure. We will NOT be liable in the following instances: (a) If through no fault of our own, you do not have sufficient funds in your account(s) to make the transfer; (b) If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken; (c) If there is a hold on your account(s), or if access to your account(s) is blocked, in accordance with banking policy; (d) If your funds are subject to legal process or other encumbrances restricting the transfer, or your transfer authorization terminates by operation of law; (e) If you believe someone accessed your accounts without your permission and you fail to notify us immediately; (f) If you have not properly followed the scheduling instructions on how to make a transfer; (g) If we have received incomplete or inaccurate information from you or a third party involving the account(s) or transfer; (h) If we have a reasonable basis for believing that unauthorized use of your User ID, Password, or account(s) has occurred or may be occurring, or if you default under the Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we terminate this Agreement.

There may be other exceptions stated in this Agreement and in other agreements with you. **IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES IN EXCESS OF YOUR ACTUAL LOSS DUE TO OUR FAILURE TO COMPLETE A TRANSFER, AND WE WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

If any of the circumstances listed in subsections (b) or (h) shall occur, we shall assist you with reasonable efforts in taking appropriate action to reprocess the transactions that may not have been completed, or to correct incorrect transactions that have been processed.

EXHIBIT A
ONLINE BANKING APPLICATION

This Online Banking Application is part of the Agreement between you and Cache Valley Bank regarding your use of our Internet banking network. The terms of this Agreement are incorporated herein by reference.

- **Authorization of Primary Administrator:** At the direction of any person named below as your Primary Administrator, or at the direction of any person named as your Primary Administrator in the future, you hereby authorize Cache Valley Bank to issue passwords, and, if appropriate, Company and Primary Administrator IDs for use with our Internet banking network, as set forth in the Agreement, which we may amend from time to time. The following Primary Administrator has maintenance authority over your Internet banking account, users, and passwords.

Name: _____

Title: _____

E-mail Address: _____

Daytime Phone: _____

Evening Phone: _____

- **Appointment of Alternate Contact:** In the event that the Primary Administrator cannot be reached, you hereby appoint the following person to be the Alternate Contact for all Internet banking-related issues.

Name: _____

Title: _____

E-mail Address: _____

Daytime Phone: _____

Evening Phone: _____

- **Acknowledgement:** By signing below, you acknowledge receipt of and agree to be bound by the terms of the Agreement and this Online Banking Application. You also acknowledge that you are an authorized signer for the accounts listed in the accounts sections of the following page, and you authorize said accounts to be linked together under one internet banking profile.

By: Signature: _____

Print: _____

Title: _____

Business Telephone: _____ Date: _____

Business Account to Debit for Service Charges: _____

For internal use only:

Date Application Received: _____

Bank Representative Signature: _____

Bank Representative Title: _____

EXHIBIT A
ONLINE BANKING APPLICATION (cont.)

ACCOUNTS

- Write the account number(s) you want to access online in the spaces provided below.
If you are authorizing separate businesses, for which you are a signer, to be linked under the same internet banking profile, please indicate the account that will be used as the primary account for the purpose of creating the internet banking profile.

Account List			
	Account Number	Business Name	Tax ID Number
Primary Account #			
Secondary Account #			
Secondary Account #			
Secondary Account #			
Secondary Account #			
Secondary Account #			
Secondary Account #			

SERVICES

- Indicate the additional services you would like available for these accounts by marking the box for the desired service.

<input type="checkbox"/> Balance Inquiry	<input type="checkbox"/> Bill Pay
<input type="checkbox"/> Funds Transfer (between accounts listed above)	<input type="checkbox"/> External Account Funds Transfer
<input type="checkbox"/> Account Sweeps	<input type="checkbox"/> ACH Services ** ACH Daily Limit: _____ ACH Monthly Limit: _____
<input type="checkbox"/> Account History Download	<input type="checkbox"/> Wire Services **

** These services require additional agreements to be completed. Please contact Cache Valley Bank for further details.

For Bank Use Only			
Date application received:		Accounts enabled on Sparak <input type="checkbox"/> Date _____	Signature verified <input type="checkbox"/>
Date CM account set up:		Accounts set-up on CM <input type="checkbox"/>	
Date & time of training:		Location: <input type="checkbox"/> Bank <input type="checkbox"/> Customer's Office <input type="checkbox"/> E-mail <input type="checkbox"/> Other _____	
Approval:			