

CACHE VALLEY BANK

Online Banking Business Application Cash Management Agreement

Rev 4/30/19



SECTION A. Primary Business Customer Information

Primary Business Name: _____ **TIN:** _____
Primary Business Address: _____
Physical Address City State Zip
Primary Business Phone: _____ **Alternate Phone:** _____

If the Primary Business (*above*) is requesting online banking access as proxy for a third-party company (which they do not own), please list the other company name here: _____
 (An authorized signer of the third-party company must sign Section D.)

SECTION B. Online Banking Business Application

This Online Banking Business 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.

I. Authorized Individuals

► Appointment of initial Designated User

You hereby authorize the following information to be used to create the initial user for your online banking profile. The user will be given the ability to manage your online banking profile, including permissions to all requested rights/features/limits and creation/management/deletion of users.

Name: _____ **E-mail Address:** _____
Title: _____ **Mobile Phone:** _____ **Alternate Phone:** _____
Login ID (Username): _____

► User Authorization

At the direction of any person set up as a user within your online banking profile, you hereby authorize Cache Valley Bank to issue passwords and, if appropriate, User IDs for use with our internet banking network as set forth in this Agreement, which we may amend from time to time. You authorize Cache Valley Bank to contact and/or aid the users in relation to their online banking profile data and permissions. Cache Valley Bank assumes no responsibility and shall not be held liable for errors or damages that may arise as a result of the appointment and activity of any user within your online banking profile.

II. Accounts (*account type, e.g., checking, savings, CD, loan, LOC, mortgage [mtg], ready reserve [RR], credit card [CC]*)

In the space provided below, list the account number(s) to which you are requesting online access. You may list additional business/personal accounts, of which you are an authorized signer, for entities/individuals not listed in Section A. **For all listed accounts, you understand that any user may be granted/denied rights to view/manage funds for any of the listed accounts.** All listed accounts will be linked under the same commercial online banking profile established by this agreement.

Permissions			Account Type	Account Number	Personal / Business Account Name	Tax ID Number (EIN/SSN)
View	Deposit	W/drl				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

III. Online Banking Services

Cache Valley Bank offers a comprehensive list of online banking services. To better serve your online banking needs, please **CHOOSE ONE** (1 or 2 or 3) of the following three packages below (check box at left):

1. Standard Package

- | | | |
|--|---|---|
| <input type="checkbox"/> Bill Payment | <input type="checkbox"/> Check Reorder (cost of checks) | <input type="checkbox"/> Stop Payments (\$20 fee) |
| <input type="checkbox"/> Change of Address | <input type="checkbox"/> Funds Transfer | <input type="checkbox"/> Add Additional Users |

2. Premier Package (fees may apply)

Please indicate the *Premier Package* Services you would like by checking the boxes listed below (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> ACH Send Funds/Payroll* | <input type="checkbox"/> Bill Payment | <input type="checkbox"/> Funds Transfer |
| <input type="checkbox"/> ACH Pull Funds* | <input type="checkbox"/> Change of Address | <input type="checkbox"/> Wire Transfer - International*** |
| <input type="checkbox"/> ACH NACHA File Upload* | <input type="checkbox"/> Check Reorder (cost of checks) | <input type="checkbox"/> Stop Payments |
| <input type="checkbox"/> Subsidiaries** | <input type="checkbox"/> Wire Transfer - Domestic*** | <input type="checkbox"/> Add Additional Users |
| | | <input type="checkbox"/> Mobile Deposit (\$3000 daily limit) **** |

3. Corporate Package (fees may apply)

Please indicate the *Corporate Package* Services you would like by checking the boxes listed below (check all that apply):

- | | | |
|--|---|---|
| <input type="checkbox"/> ACH Send Funds/Payroll* | <input type="checkbox"/> Change of Address | <input type="checkbox"/> Stop Payments |
| <input type="checkbox"/> ACH Pull Funds* | <input type="checkbox"/> Check Reorder (cost of checks) | <input type="checkbox"/> Add Additional Users |
| <input type="checkbox"/> ACH NACHA File Upload* | <input type="checkbox"/> Wire Transfer - Domestic*** | <input type="checkbox"/> Mobile Deposit (\$3000 daily limit) **** |
| <input type="checkbox"/> Subsidiaries** | <input type="checkbox"/> Funds Transfer | <input type="checkbox"/> Information Reporting ~ |
| <input type="checkbox"/> Bill Payment | <input type="checkbox"/> Wire Transfer - International*** | <input type="checkbox"/> User Assignment by Role ~ |
| | | <input type="checkbox"/> Enhanced Controls ~ |

* For **ACH Services**, complete the "ACH Agreement between ODFI and Originator"

** For **Subsidiaries**, indicate if your company is a third-party sender Yes No

*** For **Wire Transfer Services**, complete the "Money Transfer Agreement"

**** For **Mobile Deposit Limit Changes**, complete the "Mobile Deposit - Access Request & Limit Change Form"

~ For more information, contact online banking customer service.

SECTION C. Terms & Conditions

I/We are completing this application and agreement for the purposes outlined in this document. By executing the Online Banking Business Application (attached hereto as Section C and incorporated herein by reference), the Commercial Customer listed in Section A ("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. 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.
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. (This feature accommodates stop payments for checks.)
3. You will allow us a reasonable time in which to complete your registration once you submit the necessary forms, including the Online Banking Business Application. You will allow us a reasonable time in which to process any service requests you make through the Internet banking network.
4. 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 responsible for maintaining the addition or deletion of any users of the Internet banking system with access to your login credentials. In addition, Cache Valley Bank reserves the right to remove/maintain users.
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. A schedule of internet banking service charges and fees is available at any Cache Valley Bank branch location or upon request. 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. NEVER SHARE YOUR LOGIN CREDENTIALS.**
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.**

SECTION D. Agreement Acknowledgements and Signatures

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT THIS AGREEMENT IS BINDING BETWEEN CACHE VALLEY BANK AND THE COMPANY. YOU ALSO ACKNOWLEDGE THAT YOU ARE AN AUTHORIZED SIGNER FOR THE AFOREMENTIONED ACCOUNTS AND THAT YOU, OR THE INDIVIDUAL YOU HAVE APPOINTED, ARE THE INITIAL DESIGNATED USER TO ACCESS THE SPECIFIED SERVICES NOTATED ABOVE. FUTUREMORE, YOU ACKNOWLEDGE THAT THE INITIAL DESIGNATED USER WILL HAVE ACCESS TO THESE ACCOUNTS AND HAS THE AUTHORITY TO ESTABLISH ADDITIONAL USERS AND MAY GIVE THEM PERMISSION TO VIEW THESE ACCOUNTS. FINALLY, YOU ACKNOWLEDGE THAT EACH USER WILL BE BOUND BY THE ELECTRONIC DISCLOSURE THAT IS PRESENTED ONLINE UPON INITIAL LOGIN.

Company Name:	
*Company Corporate Official's Name & Title (Print Name) :	
*Company Corporate Official's Signature:	Date:
x	

Financial Institution:	Cache Valley Bank Approval
Authorized Bank Officer (Print Name) :	
Authorized Bank Officer Signature:	Date:
x	

FOR OFFICE USE ONLY				
► Verification and Actions:	Yes	N/A	Employee	Date
The application & agreement was received by the bank. When?	<input type="checkbox"/>			
Agreement signed and dated by appropriate Company and Bank Officials.	<input type="checkbox"/>			
Verified the signature against the Signature Card on file.	<input type="checkbox"/>			
Deliver/e-mail to Q2 Central Personnel (Ashlee Anderson in the North Region).	<input type="checkbox"/>			
Online Banking Profile created and requested services enabled on Q2 Central.	<input type="checkbox"/>	<input type="checkbox"/>		
Training provided to customer (email or print from the Intranet).	<input type="checkbox"/>	<input type="checkbox"/>		
Company contacted to inform them of denied requested services (if any).	<input type="checkbox"/>	<input type="checkbox"/>		
ACH Services - ACH Agreement provided to customer for completion.	<input type="checkbox"/>	<input type="checkbox"/>		
Wire Services - Money Transfer Agreement provided to customer for completion.	<input type="checkbox"/>	<input type="checkbox"/>		
Mobile Increase - Only complete with customer for LIMIT Increases.	<input type="checkbox"/>	<input type="checkbox"/>		
Agreement scanned/indexed to Arc Image > DEP Online Banking Agreement.	<input type="checkbox"/>			