

# Valley National Bank

## Personal Internet Banking Enrollment Form

Valley National Bank is under no obligation to accept this enrollment and reserves the right to decline to do so. In addition, enrollment once accepted may be revoked at the Bank's discretion. I/me is used to reference both personal and/or corporate entities in the following form.

Please issue a Val-E Bank ID and Val-E Bank Password tied to account number \_\_\_\_\_ to  
Activate my access to Internet Banking.

Other Accounts at Valley National Bank: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone Number: (\_\_\_\_) \_\_\_\_\_

Work Phone Number: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

SS# \_\_\_\_\_ Birthdate: \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_

### FOR BANK USE ONLY

Rep: \_\_\_\_\_ Location \_\_\_\_\_ Date \_\_\_\_\_

Net Teller Number  
\_\_\_\_\_

Temporary Password  
\_\_\_\_\_

**Bill Pay**—Yes or No

**E statements**—Yes or No

*For your security a strong password is required. It must consist of 8 to 12 digits. The password must contain at least one upper case Alpha letter, at least one lower case Alpha letter, a Number, and a Special Character (ex: ! @ # \$ % ^ & \* ( ) - \_ + = , . ?). Your password is required to be changed every 90 days and you cannot repeat your previous 4 passwords.*

### AUTHORIZATION

By signing below, I am applying for Personal Internet Banking service(s). I certify that I have read, and agree that the service(s) and all transactions accomplished thereby will be governed by, the Internet Banking Agreement and Electronic Fund Transfer Act Disclosure.

I authorize Valley National Bank to debit my designated account number(s) for any transactions accomplished through the Internet Banking service(s), including the amount of any payment or transfer I make.

\_\_\_\_\_  
Enrollee's Signature

\_\_\_\_\_  
Date

Mail to:  
Valley National Bank  
4812 E 81<sup>st</sup> Street  
Tulsa, OK 74137

Fax To:  
Valley National Bank  
Attn: New Accounts  
(918) 524-3639

# Valley National Bank

## INTERNET BANKING AGREEMENT AND DISCLOSURE

---

This Internet Banking Agreement and Disclosure explains the terms and conditions governing Internet Banking Services and Bill Pay Services offered by Valley National Bank (collectively "Internet Banking Services"). By using any of the Internet Banking Services, you agree to abide by the terms and conditions of this Agreement. The terms "we", "us", "our", "Valley National Bank" and "Bank" refer to Valley National Bank. "You" and "your" refers to each person or entity that enrolls for Internet Banking Services. "Account" or "accounts" means your accounts at the Bank. The term "business days" means Monday through Friday, excluding Saturday, Sunday and banking holidays.

The terms and conditions of the deposit agreements and disclosures for each of your Valley National Bank accounts, as well as your other agreements with the Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

**Access:** To use the Internet Banking Services, you must have at least one checking account at the Bank, access to internet service, and an e-mail address. Once we have received your signed Enrollment Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment. We will issue you a Val-E-Bank ID and you will then be able to access Internet Banking Services by utilizing your Val-E-Bank ID and the default Password associated with that card. The Val-E-Bank ID and default Password will be sent via postal mail and may take 8 to 10 business days to arrive, at which time you will then be able to access the Internet Banking Services.

**Services:** You will be able to accomplish the following functions via the Internet Banking Services:

- Pay Bills
- View account balances.
- View previous month's statement.
- View posted transactions.
- Transfer funds between accounts.
- Receive and view electronic statements
- Receive and view electronic notices

Balance and activity information is available as of the previous business day processing.

**Hours of Access:** You can use the Internet Banking Services seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance.

**Your Password:** You agree that we are authorized to act on instructions received under your Password. You accept responsibility for the confidentiality and security of your Password and are responsible for changing your Password if you believe this confidentiality has been compromised.

**Security:** You understand the importance of your role in preventing misuse of your accounts through the Internet Banking Services and you agree to promptly examine your statement for each of your Valley National Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password is intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Internet Banking Services is encrypted in an effort to provide transmission security. Notwithstanding our efforts to insure that the Internet Banking Services system is secure, 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 data transfers utilizing Valley National Bank's Internet Banking Services, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges:** You agree to pay the fees and charges for your use of the Internet Banking Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the Valley National Bank checking account on which the service was performed. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the Internet Banking Services.

**Posting and Transfers:** Transfers initiated through the Internet Banking Services before 5:00 p.m. (Central Standard Time) on a business day are assured of being posted to your account the same day. Transfers completed

after 5:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day if they miss end of day processing on normal business days. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts in order to avoid overdrafts.

**Limits on Amounts and Frequency of Internet Banking Services Transactions:** The number of transfers from Valley National Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Disclosure of Account Information and Transfers:** You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of interest you earn, and some transactions, such as large currency and foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a signed credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to Internet Banking Services. You agree and hereby authorize all of these transfers of information.

**Periodic Statements:** You will not receive a separate Internet Banking Services statement. Transfers to and from your accounts using Internet Banking Services will appear on the respective periodic statements for your Valley National Bank accounts.

**Change in Terms:** We may change any terms of this Agreement at any time. If the change would result in increased fees for any Internet Banking Services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Valley National Bank website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or the entire subject Internet Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**In Case of Errors or Questions about Your Electronic Transfers, Including Bill Payments:** Contact us as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us:

1. Tell us your name and account number.
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made via the Internet Banking Services, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question.

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of writing and send via postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days (20 business days if the transfer involved a new account) after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account. Your account is considered a

new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our Liability for Failure to Make a Transfer:** If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
5. If any electronic terminal, telecommunication device, or any part of the Internet Banking Services electronic funds transfer system is not working properly and you knew about the problem when you started the transfer.
6. If you have not provided us with complete and correct payment information for the Bill Pay Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
7. If you have not properly followed the on-screen instructions for using Internet Banking Services.
8. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers:** CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do **NOT** contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also if your statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed or made available to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

**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 Internet Banking Services provided to you under this Agreement. We do not and cannot warrant that Internet Banking Services will operate without errors, or that any or all Internet Banking Services will be available and operational 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 or access to Internet Banking Services, 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. Further, in no event shall the liability of Valley National Bank and its affiliates exceed the amounts paid by you for the services provided to you through Internet Banking Services.

**Your Right to Terminate:** You may cancel your Internet Banking Services at any time by providing us with written notice by postal mail or fax. Your access to Internet Banking Services will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate:** You agree that we can terminate or limit your access to Internet Banking Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Valley National Bank accounts. Internet Banking Services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
2. Immediately upon the closure of the Valley National Bank account to which you have an ATM Card or Check Card is tied.
3. Upon reasonable notice, for any other reason in our sole discretion.
4. After 90 days of nonuse.

**Communications between Valley National Bank and You:** Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **E-mail** You can contact us by e-mail at [vnbtulsa.com](mailto:vnbtulsa.com) (Please note that banking transactions through Internet Banking Services are not made via e-mail. Specific information about your account or card number or PIN should only be sent via the secured connection in Internet Banking Services.)
- **Telephone** You can contact us by telephone at (918)495-1700.
- **Facsimile** You can contact us by fax at (918)524-3639
- **Postal Mail** You can write to us at:

Valley National Bank, Attn: Customer Service, 4812 E. 81<sup>st</sup> Street Tulsa, OK 74137

- **In Person** You may visit us in person at any one of our locations:
  - **Yale Location:** 4812 E. 81<sup>st</sup> Street Tulsa, OK 74137
  - **Utica Location:** 2020 E. 21<sup>st</sup> Street Tulsa, OK 74114
  - **61<sup>st</sup> Street Location:** 10615 E. 61<sup>st</sup> Street (@Hwy 169) Tulsa, OK 74133
  - **Bixby Location:** 13112 S. Memorial Bixby, OK 74133 (131<sup>st</sup> & Memorial)
  - **Owasso Location:** 12401 E. 86<sup>th</sup> Street North Owasso, OK 74055
  - **Bernice Location:** 500 Highway 85A Bernice, OK 74331
  - **Catoosa Location:** 650 South Cherokee Catoosa, OK 74015
  - **Collinsville Location:** 118 N 11<sup>th</sup> Collinsville, OK 74021
  - **Ketchum Location:** Highway 85 and 6<sup>th</sup> Street Ketchum, OK 74349
  - **Langley Location:** 1649 North 3<sup>rd</sup> Street Langley, OK 74350
  - **Oologah Location:** 105 South Elm Street Oologah, OK 74053

**Consent to Electronic Delivery of Notices:** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Valley National Bank Internet Banking Services website or by email. You agree to notify us immediately of any change in your e-mail address.