

## Venture Bank e-Statement Disclosure Agreement

THIS AGREEMENT IS MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ (the “Customer”) and Venture Bank (“Bank”).

By accepting the “Venture Bank e-Statement Disclosure Agreement”, you consent and agree that Venture Bank may provide certain disclosures and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (e-Statements) for your Venture Bank deposit account(s). Your consent and agreement shall relate to all forms of disclosures and notices required under applicable law as a result of the various agreements between you and Venture Bank and shall remain valid until such time as you exercise your right to revoke this consent.

Other Federal and State laws and regulations (“laws”) may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your consent also authorizes Venture Bank, at our discretion, to provide electronic delivery of such statements and notices pursuant to these laws after they become effective.

### Terms and Conditions

By entering into this Agreement, you accept all the terms and conditions contained in the Agreement. Please read it carefully.

The terms and conditions of your Account Agreement and Disclosure for each of your 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.

This Agreement is also subject to applicable federal laws and the laws of the State of Minnesota. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank’s successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

### Consent for Electronic Delivery of Statements

You have the right to receive, printed account statements mailed to your mailing address of record. By entering into this Agreement, you understand that Venture Bank will cease providing you with printed statements, and that all future account statements will be maintained on a website that you (or a designee) may access to obtain, review, print and otherwise copy/download your periodic statements.

At the end of your statement period Venture Bank will send a notice to you advising you of the availability of your electronic statement. This date shall be considered the "Email Date". You may then access your statement via a link to the Venture Bank website using the procedures we authorize.

If, after entering into this Agreement, you would like a printed copy of your statement, please contact an Account Executive at any of the addresses or phone numbers listed below. You will not be charged a fee for this service.

You must promptly access/review your e-Statement and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your statement, you are still fully responsible to access/review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the Email Date, regardless of when you receive and/or open the e-Statement.

You agree to notify us immediately, in person, via telephone or via U.S. Mail, of any change in your e-mail address or to the change of e-mail address of any of your designees. For your protection and for security purposes, Venture Bank will not accept any change of e-mail address notices via e-mail.

You may withdraw your consent at any time. You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving e-Statements electronically, you agree to notify the Bank in person, via telephone, or via U.S. Mail. Our telephone number and postal mail address are listed below:

	<u>Bloomington</u>	<u>Golden Valley</u>	<u>Eagan</u>
Phone:	952-830-9999	763-398-3333	651-289-2222
Fax:	952-830-8218	763-398-3323	651-289-0200
Address:	5601 Green Valley Drive Suite 120 Bloomington, MN 55437	6210 Wayzata Blvd. Golden Valley, MN 55416	2640 Eagan Woods Dr. Eagan, MN 55121

### **Security**

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your e-Statement for each of your Venture Bank accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account.

### **Change in Terms**

Venture Bank may change any term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 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. Venture Bank will provide any required notice of the change in terms 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, Venture Bank will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one account owner will be effective for all. Venture Bank reserves the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

**Disclaimer of Warranty and Limitation of Liability**

Venture Bank makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the e-Statements provided to you under this Agreement. Venture Bank does not and cannot warrant that e-Statements will operate without error, or that e-Statements will be available 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 e-Statements, 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 or any other legal theory. Further, in no event shall the liability of Venture Bank and its affiliates exceed the amounts paid by you for the services provided to you through e-Statements.

**Authorized Recipient**

**\* Please be aware that the designated recipient of e-statements must be an authorized user of Venture Bank Online Banking.**

Name \_\_\_\_\_ Email Address \_\_\_\_\_

Company: \_\_\_\_\_ Venture Bank

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**BANK USE ONLY**

Portfolio Number \_\_\_\_\_

Special Notes or Exclusions \_\_\_\_\_