ELECTRONIC STATEMENTS (*e*Statements) DISCLOSURE

This disclosure contains important information about Bay Bank's on-line electronic statements (eStatements). You should read this disclosure carefully and keep a copy for your records.

The words "we", "us" and "our" mean Bay Bank, and the words "you" and "your" mean you, as the owner or authorized signer on the Account(s) eligible for *e*Statements.

*e*Statements are offered for eligible deposit accounts, allowing you to replace your mailed (paper) statement with an electronic version that you can view, save to your computer, or print at your convenience. *e*Statements contain all of the information that would be on the statementyou would receive in the mail.

Equipment/Access Requirements

- Internet Explorer 7.0 or 8.0 or Mozilla Firefox 3 and 4 and Google chrome with the default brower settings with 128-bit encryption.
- Adobe Acrobat 8.0 or higher, (download free from www.adobe.com)

Accessing *e*Statements

Bay Bank will use the email address provided by you to send an email notifying you of the availability of your ***e***Statements and disclosures. You may then log in to your Bay Bank Online Banking Service via Bay Bank's website, www.baybankgb.com, using your secure User ID and Password. Your ***e***Statement may be viewed by:

- Clicking on Account Info
- Clicking on Statement
- Selecting the Checking or Savings Account and the Statement Date

If savings or Certificates Of Deposit are combined to the checking account, those statements can be accessed under the main checking account number. There will be 18 months of statements available. ***e***Statements will be viewable electronically in web page format, which can be viewed online, saved to your computer or printed at your convenience. It is your responsibility to view your account statement and disclosures through Bay Bank Online Banking; it is advisable to periodically check for emails. By enrolling in this service, you consent to no longer receiving a statement by mail. If you wish to have a paper copy of a statement mailed to you, normal research fees will apply, please refer to our Bay Bank Fee Schedule.

Saving *e*Statements

These statements can be saved in the formats listed below.

File Type	File Extension
Webpage, Complete	*.htm; *.html
Web Archive, Single File	*.mht
Webpage, HTML Only	*.htm; *.html
Text File	*.txt

Authorization

By consenting to receive your account statements electronically, you are agreeing that Bay Bank may provide certain disclosures, periodic statements, and notices in electronic form, in lieu of paper form, as required by applicable Federal and State statutes and regulations. Electronic disclosures will be available on Bay Bank's website found at www.baybankgb.com.

E-mail Address Maintenance

It is your responsibility to notify us if you change your e-mail address. You may update your e-mail address by clicking on "Services", clicking on "Change Info" and updating the primary e-mail address and then clicking on submit to make the necessary changes.

Review of *e*Statements

It is your responsibility to review your *e*Statement and notify us of any error, unauthorized transaction, or if you need more information about a transaction on your statement. We must hear from you no later than 60 days after we deliver to you the first statement on which the error or concern appeared. If no reply is received within 60 days of delivery of your statement, the account(s) will be considered correct. Any applicable time periods shall begin on the eStatement notification date, not the date you access and/or review your *e*Statement.

Cancellation
You may withdraw your consent at anytime by notifying us through online banking, in person, via telephone at 1-920-490-7600 or mail at Bay Bank, PO Box 10855, Green Bay WI 54307. Your withdrawal will become effective after your request is processed. Please allow us 30 calendar days from the date of delivery to implement your request. There are no fees associated with revoking this agreement. Termination of this agreement will result in paper account statements and disclosures being mailed to the address we have on file beginning with the next statement cycle and your electronic notifications will be discontinued. By discontinuing this service, you may no longer qualify for the type of account you currently have. You may contact the New Account department for a description of your options.

We may treat an invalid e-mail address as a withdrawal of your consent to receive *e*Statements and disclosures electronically. If you have not accessed online banking within the last six (6) months, this will be treated as a withdrawal of you consent to use online banking and to receive statements and disclosures electronically.

Customer Responsibilities
You are responsible for accessing, opening and reading your documents at your earliest convenience. They contain important and legally binding information. You are responsible for promptly notifying Bay Bank if any documents you receive are incomplete, unreadable or inaccessible. You must have a valid email address. You agree to immediately notify Bay Bank of any changes to your email address. Failure to update and/or correct your email address will result in Bay Bank reinstating the delivery of your paper statement. If you currently receive duplicate statements, mailing of the duplicate copy will be discontinued; however you may print multiple copies and distribute those at your own discretion.

E-mail will sometimes get accidentally collected in a junk mail/spam mail folder by your email/internet service provider. Simply uncheck the email folder containing Bay Bank and unmark it, this will usually let your email be received to your "Inbox".

As a Bay Bank Online Banking customer, you have chosen a personal User ID and Password which allows you access to our service. You are responsible for keeping your User ID and Password confidential and for ensuring that you have logged out when your session is complete to prevent unauthorized access. It is your responsibility to contact us if you know or suspect unauthorized use of your User ID and Password. Review our Online Banking User Agreement and Disclosure for further information. You agree to provide true, accurate, current and complete information about yourself as requested, and not misrepresent your identity. You understand that you have a duty to exercise reasonable promptness in examining the ***e***Statement which includes your cancelled checks for unauthorized signatures, alterations, forgery, posting errors, etc... The statute of limitations governing these responsibilities will commence at the time the Bank sends you the email notification that your ***e***Statement is available. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared as outlined in our EFT Disclosure.

Termination or Equipment Failure
In the event of equipment failure or email delivery error, you may request a paper copy of your statement at no charge; simply contact our Bookkeeping Department at 920-490-7600. If an email is returned undeliverable for any reason, Bay Bank will make an attempt to contact you via phone, if no attempt can be made, we will resume the paper delivery of your statement via U.S. Postal Service immediately.

Disclosures
Federal law requires that we obtain your consent before providing required account disclosures electronically. Therefore, your acceptance of this Agreement provides consent to us to deliver your required disclosures electronically.

Privacy
Our privacy policy that has been previously provided to our customers will apply to this service. Your email address will be used in accordance with the Bank's privacy statement to deliver notification to you; your email address will not be sold or otherwise provided to third parties.

THE BANK WILL NEVER REQUEST PERSONAL INFORMATION OR VERIFICATION OF PERSONAL INFORMATION VIA E-MAIL. IF YOU RECEIVE ANY SUCH REQUEST, DO NOT RESPOND AND NOTIFY THE BANK IMMEDIATELY AT THE PHONE NUMBER OR ADDRESS LISTED BELOW.

Liability
Bay Bank does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or miss delivery. Factors affecting these email notifications are solely between you and a Third Party that you designate, such as an Internet Service Provider and Phone company. We make no representations or warranties whatsoever with regard to Third Party Service Providers products or services. Likewise, Bay Bank makes no warranty of any kind, express or implied that our ***e***Statement

delivery will be uninterrupted or error free. We do not and cannot warrant that Bay Bank will operate without error, or that ***e***Statements will be available at all times. You agree that we, nor our suppliers or our directors, officers or employees, be held liable for any technical, hardware or software failure of any kind, and any interruption in the availability of our service, or delay in operation or transmission.

Communications

You may contact us in person or by one of the following options:

Phone	(920) 490-7600
Fax	(920) 490-0930
Postal Mail	Bay Bank New Accounts Department P O Box 10855 Green Bay,WI 54307
E-mail	baybank@baybankgb.com