Online Banking Enrollment Agreement

Read through the following messages carefully.

ONLINE BANKING ACCESS AGREEMENT

YOU CANNOT ACCESS ANY OF YOUR ACCOUNTS FOR THE FIRST TIME THROUGH THE USE OF ONE OR MORE OF THE SERVICES DESCRIBED BELOW UNLESS YOU FIRST AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. READ THIS AGREEMENT CAREFULLY. YOUR FIRST USE OF THIS SERVICE WILL INDICATE YOUR ACCEPTANCE OF THE USER TERMS AND CONDITIONS. IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND ANY TERMS OF THIS AGREEMENT, PLEASE CONTACT US AT 920-490-7600 OR EMAIL baybank@baybankgb.com PRIOR TO YOUR USE OF THE SERVICES.

The terms "we", "us," "our," and "Bank" refer to Bay Bank. The terms "you" and "your" refer to each person listed who is entitled to use an Account according to existing agreements with Bank. "Account" refers to any account you have at Bank. The terms and conditions of the deposit agreements and disclosures for each of your Accounts as well as your other agreements with Bank, such as loan agreements, continue to apply. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in the other agreements between you and Bank, this Agreement will control.

1. SERVICES - Bank agrees to provide you with the Internet banking services described on Exhibit A attached hereto and incorporated herein by this reference (the "Services"). You agree to the terms and conditions contained in this Agreement, including all exhibits attached hereto.

2. IDENTIFICATION - To utilize the Services you must have one or more Accounts and a User ID and Password. At your initial signon you will be prompted to set up security questions and answers.

3. COMPUTER EQUIPMENT; BROWSER ACCESS AND INTERNET SERVICE – You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, “Systems”) necessary for you to access and use Online Banking. This responsibility includes, without limitation, your utilizing up to date web-browsers, access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via an Internet service provider of your choice, for any and all fees imposed by such internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access Online Banking, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested Online Banking for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet service Provider and your use of any such hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

4. NEW FEATURES – we may, from time to time, introduce new features to Online Banking or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

5. TYPES OF TRANSFERS AND LIMITATIONS -
   (1) Account access - You may use your code to transfer funds between your checking and savings accounts whenever you request.
   (2) Mobile Banking Access – Once you have access to online banking you will be able to set up your mobile phone to access mobile banking.
   (3) Bill Pay Access – You will be able to access Bill Pay through online banking.
   (4) Limitations on frequency of transfers - Transfers from your savings accounts or money market are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations.
   (5) Bill Pay Limitations – You will only be able to use a transaction account such as a checking account to use the bill pay product. If your account becomes overdrawn, your bill pay privileges may be revoked.

6. OUR LIABILITY - Bank is responsible for complying with the terms of this Agreement. We will be liable to you for any damages proximately caused by our failure to complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement. However, there are some exceptions. We will not be liable, for instance:
   - If, through no fault of ours, you do not have enough money in your Account to make a transfer or bill payment.
   - If we are directed to prohibit withdrawals from your Account by applicable law or court order.
   - If your Account is closed or if it has been frozen.
   - If you, or anyone you permit to utilize the Services, commits any fraud or violates any law or regulation.
   - If any electronic terminal or telecommunication device malfunctions or is otherwise not working properly and/or prevents the utilization of the Services and you knew about the malfunction when you started the transaction.
   - If you have not provided us with complete and correct payment information, including without limitation, the name, United States address, and payment amount for the payee on a bill payment. Bill payments are limited to within the United States.
   - If you have not properly followed the instructions for using the Services.
   - If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the utilization of the Services, including without limitation a transfer or bill payment, despite reasonable precautions taken by us.

7. DISCLAIMER OF WARRANTIES 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 Services provided to you under this Agreement. We do not warrant that the Services will operate without errors or that any or all Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that (i) 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 the 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, and (ii) the liability of Bank shall not exceed the amounts paid by you for the Services. Further, in no event shall Bank be liable for any losses or damages resulting from:
   - the installation or maintenance of the system, equipment, browser or internet security software;
   - services and/or data provided by your data processing vendor(s);
   - software defects in third party software not developed by or licensed from Bank;
   - a virus, the prevention of which was beyond the reasonable control of Bank, or
   - a third party gaining access to Bank's system and obtaining or altering data.

8. AUTHORITY - You warrant to Bank that you have full and complete authority to enter into this Agreement. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person, and any person may utilize the Services, who has been provided a User ID and Password by you (an "Authorized Person"). Bank may require further written confirmation of instructions given orally or by facsimile. Any person authorized to sign on an account is also deemed to be authorized to conduct any transaction related to that account and will be regarded by Bank as an Authorized Person. Bank may, at its discretion, rely on any written notice containing signatures of an Authorized Person if Bank believes, in good faith, that the signature is genuine. Each Authorized Person may act alone. If Bank receives conflicting instructions from Authorized Persons, Bank may
   - honor one or more of the instructions received,
   - refuse to honor any of the instructions until Bank receives instructions to which all Authorized Persons agree, or
   - Submit to a court all funds which are subject to the conflicting instructions.

9. FEES AND CHARGES – You may request a Bay Bank Fee Schedule at any time. Changes can be made at any time upon a 30 day prior written notice to you. You are also responsible for any telephone charges which you incur by accessing your Accounts utilizing the Services and other related fees.

Bill Pay Fees	
Same-Day Bill Pay	$9.95
Overnight Check	$14.95
A2A (Account to Account)(Outgoing Only)	$2.00 per transaction
P2P (Popmoney – Person to Person)	$0.50 per transaction
Dormancy Fee on Bill Pay Product (After 2 months of inactivity)	$5.00
Nonsufficient Fund Charge on Bill Pay Transactions (An additional charge to the account along with Bay Bank's regular Non-Sufficient Fund Charge)	$20.00 per transaction

10. PERIODIC STATEMENTS AND NOTICES - You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).
    Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money or you can Contact us at 920-490-7600 or by e-mailing baybank@baybankgb.com to find out whether or not the deposit has been made.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be.

11. SECURITY PROCEDURES - You agree to abide by the security procedures set forth in this Agreement and Exhibit A attached hereto, which is incorporated herein by reference, and by any other security procedures established by the Bank and provided to you from time to time.

12. BUSINESS DAY - Unless otherwise defined by this Agreement or in an Exhibit, a Business Day is any day that the Bank is operating and opened for business. Saturdays, Sundays and selected Federal holidays will not be considered Business Days. You should contact Bank to inquire if a given Federal holiday is determined by Bank to be a Business Day. All transactions, deposits, instructions and entries received by Bank on a day that is not a Business Day will be treated as if received on the next Business Day. Contact us for information regarding Bank's normal business hours.

13. HOURS OF ACCESSIBILITY - You can usually access your Accounts through the Services seven (7) days a week, 24 hours a day. However, at certain times, some or all of the Services may not be available due to system maintenance or reasons beyond Bank's control. Bank specifically does not warrant that the Services will be available at all times. During those times when Services are not available, you may use a Bank ATM (assuming you have applied for and been accepted to utilize such ATM services). A transfer initiated through the Services before 5 p.m. (Central Time) on a Business Day will be posted to your account the same day. All transfers completed on a Saturday, Sunday or banking holiday or after 5 p.m. (Central Time) on a Business Day will be posted on the next Business Day.

14. TERMINATION - You may cancel the Services at any time by providing us with written notice by postal mail or fax or e-mail (Contact us at 920-490-7600 or by e-mail baybank@baybankgb.com). Your access to the Services will be suspended within three (3) business days of our receipt of your instructions to cancel the Services. NOTE: RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED, YOU MUST FOLLOW THE PROCEDURES IN THE CANCELING PAYMENTS PARAGRAPH ABOVE.

    We reserve the right to terminate the Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Access ID or Password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

    We may consider six (6) months of no access to online banking a cancellation of the online banking services. If this occurs we will remove your internet access and you will receive a paper statement if you were previously not receving one.

15. ENTIRE AGREEMENT - This Agreement and all amendments, exhibits and attachments embody the entire agreement between you and Bank regarding the Services. Except as set forth in this Agreement, this Agreement supersedes all proposals and prior agreements and all oral discussions relating to the subjects covered in this Agreement. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement between you and Bank. There are no unwritten oral agreements between you and Bank.

16. DISCLOSURE OF INFORMATION TO THIRD PARTIES - You authorize Bank and each of its affiliates to disclose to third parties information you have provided or that we or our affiliates have obtained about your Accounts and the transfers you make:
    - To comply with laws, regulations, government agency or court orders or requests; or
    - To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
    - Where it is necessary for completing transfers or bill payments; or
    - If you otherwise give us your written permission.

17. SEVERABILITY - If any section, provision or condition of this Agreement is deemed invalid or unenforceable, the provision deemed invalid of unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be valid and enforceable. If such reformation is not possible, this Agreement will be read as if that provision was never a part of it, and the remainder of the Agreement will be valid and enforceable.

18. NO WAIVER - If Bank waives any failure or breach by you hereunder, such waiver will not operate to waive any other breach of the same or different provision. Bank will not be considered to have waived any failure or breach by you unless such waiver has been granted in writing.

19. ADDITIONAL INFORMATION - You agree to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any deposit, transmission, file or entry) that Bank reasonably requests.

20. FORCE MAJEURE - No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation, any failure or interruption of any electronic communication system between you and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of any governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.

21. SUCCESSORS AND ASSIGNS - This Agreement is binding upon and is for the benefit of the Bank and you and the respective successors and assigns of the Bank and you. The Bank may, at any time, assign this Agreement to an affiliate of the Bank or to any entity that acquires substantially all of the business of the Bank. Otherwise, neither the Bank nor you may assign this Agreement to any other person or entity without the express written agreement of the other party.

22. CHANGES TO CHARGES, FEES OR OTHER TERMS - 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 update this Agreement and either send a notice to you at the address shown on our records, or send you an electronic notice. The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable account agreement or disclosure statement.

23. MOBILE BANKING – Terms and Conditions

    a. Program: Bay Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Bay Bank as well as providing a mobile phone number. The mobile phone number's verfiication is done by the user receiving a SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
    b. Questions: You can contact us at baybank@baybankgb.com or 920-490-7600, or send a text message with the word "HELP" to this number: 31727. We can answer any questions you have about the program.
    c. To stop the program: to stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 31727. You'll receive a one-time opt-out confirmation text message. After that you will not receive any future messages.
    d. The Services and/or Software may not be available at anytime for any reason outside of the reasonable control of Bay Bank or any service provider.

    Privacy and User Information – You acknowledge that in connection with your use of the Services. Bay Bank and its affiliates and service providers, including Fiserv, Inc and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). Bay Bank and its affiliates and service providers also reserve the right to monitor the use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

    Restrictions on Use – You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Bay Bank (in its discretion), that is harassing,

coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials that transmission of which could diminish or harm the reputation of Bay Bank or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content, crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Bay Bank, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which you r use has not been authorized; or (ii) use or attempt to use a thirds party's account; or (iii) interfere in any manner with the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

24. BILL PAY SERVICE – See the Terms and Conditions that are located within the Bill Pay system or located on the disclosures page of the Bay Bank Website.

25. APPLICABLE RULES, LAWS, AND REGULATIONS - This Agreement shall be governed by, and you agree to comply with, the laws and regulations of the State of Wisconsin and applicable Federal laws and regulations. In addition, you agree to be bound by and will comply with the terms of this Agreement, requirements of your Account, Bank's rules and regulations and the rules and regulations of any funds transfer system to which Bank belongs. Any dispute between Bank and you must be brought in the relevant court in Wisconsin.

26. NOTICES - Except as otherwise specifically provided in this Agreement, notices required by this Agreement to be in writing must be sent by United States mail or hand delivered to the address listed Contact us at 920-490-7600 or by e-mail baybank@baybankgb.com. Changes in either party's address must be sent to the other party according to these notification procedures at least 30 days prior to its effective date.

27. QUESTIONS OR ERROR CORRECTION ON INTERNET BANKING TRANSACTIONS - In case of questions about or errors in on-line funds transfers made through the use of the Services, you should Contact us at 920-490-7600 or by e-mail baybank@baybankgb.com.

    Contact us at 920-490-7600 or by e-mail baybank@baybankgb.com as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first paper or on-line statement on which the problem or error appeared. If you contact us at 920-490-7600 or by e-mail baybank@baybankgb.com orally, we may require that you send us your complaint or question in writing within ten (10) business days.

    When you tell us about the problem, please:

    - Tell us your name and Account number.
    - Describe the error or the transfer you are unsure about, and explain why you believe it is an error or what additional information you need.
    - Tell us the dollar amount of any suspected error.

    We will tell you the results of our investigation within ten (10) business days, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days 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 within ten (10) business days of this request, we will not credit your Account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

28. UNAUTHORIZED TRANSACTIONS IN YOUR ACCOUNTS - Contact us at 920-490-7600 or by e-mail baybank@baybankgb.com at once if you believe another person has improperly obtained your User ID or Password. Also contact us at 920-490-7600 or by e-mail baybank@baybankgb.com if someone has transferred or may transfer money from your Account

without your permission, or if you suspect any fraudulent activity on your Account. Contact us at 920-490-7600 or by e-mail baybank@baybankgb.com

If your User ID or Password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than $50 if someone used your Access ID or Password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from taking money without your permission had you told us, you could lose as much as $500.00.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please Contact us at 920-490-7600 or by e-mail baybank@baybankgb.com at once. If you do not Contact us at 920-490-7600 or by e-mail baybank@baybankgb.com within sixty (60) days after the paper or online statement was sent to you, and we can prove we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after sixty (60) days. If a good reason, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

29. 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 Bank website or by e-mail. You agree to contact us at 920-490-7600 or by e-mail baybank@baybankgb.com immediately of any change in your e-mail address.

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 statement you 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 ask about our Bay Bank Fee Schedule by calling us at 920-490-7600.

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

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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

EXHIBIT A - SECURITY PROCEDURES

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment necessary for you to access and use Online Banking. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You acknowledge and agree that you have approved such security procedures and that the procedures are commercially reasonable and adequate for the purposes intended. Bank may rely on the security procedures identified herein to determine whether any instructions are authorized, and you will be bound by instructions issued in your name (or in the name of an Authorized Person) and accepted by Bank in compliance with the security procedures set forth, whether or not you actually authorized such instructions. If the security procedures include an Access ID and Password (collectively, a "Password"), you agree that you and each Authorized Person will keep the Passwords confidential. An authentication image and phrase will be assigned to you, which will appear each time you login in order to verify that you are on the correct website. There will be three different challenge questions, which you will answer and each time you login you will be asked to supply the answer to one of these questions. Bank reserves the right to change any or all of the security procedures at any time while this Agreement is in effect.