

BAY BANK
ELECTRONIC DELIVERY OF BANK STATEMENTS CONSENT AND AGREEMENT

This disclosure contains important information about Bay Bank's online 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 eStatements.

eStatements 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. eStatements contain all of the information that would be on the statement you would receive in the mail.

By activating or using the Bay Bank eStatement Service you agree to be bound by the following use terms and conditions as well as the Privacy and other disclosures posted on the baybankgb.com internet site, and all other agreements between you and Bay Bank. PLEASE READ ALL OF THESE DOCUMENTS CAREFULLY; THEY AFFECT YOUR LEGAL RIGHTS AND LIMIT OUR LIABILITY TO YOU. IF YOU DO NOT AGREE TO THE ESTATEMENT TERMS, YOU WILL NOT HAVE THE ABILITY TO STOP RECEIVING PAPER STATEMENTS.

Consent

By accepting the eStatement Terms, you give your consent to receive electronic periodic account statements, any notice provided in such statements to you by Bay Bank, and all disclosures that are required or may be provided in connection with your account, including, but not limited to, the Business and Personal Deposit Account Agreement, services and charges brochures, change in terms notices, Privacy Notices and subsequent changes and any error resolution notices required by the Electronic Funds Transfer Act. You will receive an email monthly notifying you of the availability of account statements.

You understand that Bay Bank will discontinue mailing printed Account Statements to you.

System Requirements

In order for you to use the Services, you must have a computer that supports a modern browser with access to the Internet. You are responsible for the purchase, installation, maintenance, upgrades, security of the software, security of the hardware, and any passwords. You agree to use a reputable anti-virus and anti-spyware software program on your computer and update such software on a regular basis. We are not responsible for any errors or issues that arise from the malfunction or failure of either the hardware or the software. To print this Agreement and/or your account information you must have access to a printer.

Joint Accounts

If your account is jointly owned with another person, one of you may consent to the eStatement Service and that person's election shall apply to both of you. If Bay Bank sends you an email notifying you of the availability of your Account Statements, it will only send one email message and that message will be sent to the email address we have on file.

Cancellation

You may withdraw your consent at anytime by notifying us through online banking, in person, via telephone at (920) 490-7600 or mail to Bay Bank, P.O. 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 Accounts department for a description of your options.

If you have not accessed online banking within the last six (6) months, this will be treated as a withdrawal of your consent to use online banking and to receive statements and disclosures electronically.

Email Address Maintenance

It is your responsibility to notify us if you change your email address. We may treat an invalid email address as a withdrawal of your consent to receive eStatements and 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 EMAIL. IF YOU RECEIVE ANY SUCH REQUEST, DO NOT RESPOND AND NOTIFY THE BANK IMMEDIATELY AT THE PHONE NUMBER OR ADDRESS LISTED BELOW.

Review of eStatements

Your Account Statements will be dated. You must promptly access/review your eStatement and any other notice sent to you via the eStatement Services within the applicable time period specified in the Business and Personal Deposit Account Contract, law, or other written or electronic agreements between you and Bay Bank. It is your responsibility to promptly review your eStatement 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(s), the account(s) will be considered correct. Any applicable time periods shall begin on the eStatement date, not the date you access and/or review your eStatement.

Disclaimer of Warranty and Limitation of Liability

Bay Bank shall not be liable for any deficiency in performance caused in whole or in part by the act or omission of an underlying carrier or service provider, equipment or facility failure, network problems, interference, lack of coverage or network capacity, acts of God, strikes, fire, war, terrorism, riot, emergency, government actions or any other cause beyond our control. Even if Bay Bank has been advised of the possibility of damages, they will not be liable to you or any of your employees, agents, customers or any third parties for any damages arising from the use of the eStatement service, including but not limited to, punitive, exemplary, incidental, special or consequential damages, loss of privacy or security damages; personal injury or property damages; or any damages whatsoever resulting from interruption or failure of the eStatement service, lost profits, loss of business, loss of data, loss due to unauthorized access or due to viruses or other harmful components, cost of replacement products and services, the inability to use the eStatement service, the content of any data transmission, communication or message transmitted to or received by your device, access to the world wide web, the interception or loss of any data or transmission, or losses resulting from any goods or services purchased or messages or data received or transactions entered into through the eStatement service.

Fee Schedule

Bay Bank offers the benefits and convenience of the eStatement Service to you free of charge.

Requesting a Paper Copy of a Statement

Request for paper copies of an electronic periodic statement or other notice may be made by contacting Bay Bank by email through Bay Bank's Online Banking Service or by calling (920) 490-7600 or email baybank@baybankgb.com. You may be charged a statement copy fee as listed in the Fee Schedule that was given to you at the time of account opening, which may be amended from time to time.

Termination or Equipment Failure

In the event of equipment failure or email delivery error, you may request a paper copy of your statement; 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 contact can be made, we will resume the paper delivery of your statement via U.S. Postal Service immediately.

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.

Email 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 eStatement 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 eStatement 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.

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