

Online Banking Terms and Conditions Agreement

Read through the following messages carefully.

ONLINE BANKING ACCESS AGREEMENT AND DISCLOSURES

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.

ESIGN

This Agreement describes your rights and obligations as a user of the Online Banking Service or the Bill Payment Service (“Service” or “Services”). It also describes the rights and obligations of Bay Bank. Please read this Agreement carefully. As an authorized account holder, you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

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.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the “**I Accept**” button below, you are **(1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Bay Bank for the provision of certain Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.**

You are also acknowledging receipt of the following information and agree that:

We may provide you with this agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into an agreement electronically that will govern all future transactions you conduct using the Service.

We may provide you revisions and amendments to the Agreement and such other information, (including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service), electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.

If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call Bay Bank at (920) 490-7600, or send a letter to:

Bay Bank

Attn: New Accounts
PO Box 10855
Green Bay, WI 54307

You are able to access information that is provided in the same manner as the information and Services via the Internet.

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 Bay Bank. The terms and conditions of the deposit agreements and disclosures for each of your Accounts as well as your other agreements with Bay Bank, such as loan agreements, continue to apply.

1. DEFINITIONS - The following definitions apply in this Agreement:

- Online Banking is the Internet-based service providing access to your account(s) under the terms set forth in this Online Banking Terms and Conditions Agreement.
- Online Account is a Bay Bank account from which you will be conducting transactions using this Service.
- Password is a series of numbers, letters and/or special characters that you select after the initial sign-on that establishes your connection to Online Banking.
- Business Day is any day that the Bank is operating and open for business. Saturdays, Sundays and selected Federal holidays will not be considered Business Days. You should contact the Bank to inquire if a given Federal holiday is determined by the Bank to be a Business Day. All transactions, deposits, instructions and entries received by the Bank on a day that is not a Business Day will be treated as if received on the next Business Day. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the next business day. Contact us for information regarding the Bank's normal business hours.
- Time of Day refers to Central Standard Time.
- We, Us, or Our refers to Bay Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

2. ACCESS TO SERVICES - Bay Bank will provide online instructions describing how to use the Online Banking Service or Bill Payment Service. To gain access to this Service you will need your User ID and your Password. At your initial sign on you will be prompted to set up security questions and answers.

3. HOURS OF OPERATION - 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 the Bank's control. The 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 8:00 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 8:00 p.m. (Central Time) on a Business Day will be posted on the next Business Day.

4. BANKING TRANSACTIONS WITH ONLINE BANKING AND LIMITATIONS

- (1) Account access - You may 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) 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. More information listed below.
- (4) Bill Pay Access – You will be able to access Bill Pay through online banking. This includes Popmoney (Person-to-Person transfers) and A2A (Account-to-Account Transfers).
- (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.

NOTE: Because regulations require Bay Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

Savings Account—you can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by Online Banking. There will be a \$2.00 charge per transaction in excess of the allowed six transactions.

Money Market Savings Account—You can make no more than six (6) transfers per statement period by pre-authorized (checks, drafts or debit card transactions) or automatic transfer or by Online Banking. There will be a \$2.00 charge per transaction in excess of the allowed six transactions.

New services may be introduced for Online Banking from time to time. Bay Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

- 5. STATEMENTS** - 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 emailing 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.

If your statement shows transfers that you did not make, notify Bay Bank immediately at (920) 490-7600, or send a letter to:

Bay Bank
Attention: Bookkeeping
P.O. Box 10855
Green Bay, WI 54307

If you do not notify Bay Bank within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if Bay Bank had been notified in time.

6. ERRORS AND QUESTIONS

In case of errors or questions regarding an Online Banking or Bill Payment transactions, you may call Bay Bank at (920) 490-7600, or send a letter to:

Bay Bank
Attention: Bookkeeping
P.O. Box 10855
Green Bay, WI 54307

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate your complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our

investigation. If your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns a transaction that occurred during the first 30 days after the first deposit to the account was made, the applicable time periods are 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

If we determined that no error occurred, we will send you a written notice within three (3) Business Days. You may request copies of the documents that were used in the investigation.

You agree that Bay Bank may respond to you by email with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by Bay Bank shall be considered received within three (3) Business Days of the date sent by Bay Bank, regardless of whether or not you sign on to the Service within that time frame.

- 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 the Bank shall not exceed the amounts paid by you for the Services. Further, in no event shall the Bank be liable for any losses or damages resulting from:
- services and/or data provided by your data processing vendor(s).
 - software defects in third party software not developed by or licensed from the Bank.
 - a virus, the prevention of which was beyond the reasonable control of the Bank, or
 - a third-party gaining access to the Bank's system and obtaining or altering data.

Bay Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. Bay Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Bay Bank's liability shall be as expressly set forth herein. Under no circumstances will Bay Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

- 8. BAY BANK RESPONSIBILITY** - Bay Bank will be responsible for your actual losses if they were directly caused by our failure to complete or cancel a transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of Bay Bank, you do not have enough money in your account to make the transfer or bill payment.
- Through no fault of Bay Bank, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.

- Your transfer authorization terminates by operation of law.
- If your account is closed or if it has been frozen.
- You believe someone has accessed your accounts without your permission and you fail to notify Bay Bank immediately.
- If you, or anyone you permit to utilize the Services, commits any fraud or violates any law or regulation.
- You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.
- For the failure of any payee to correctly account for or credit the payment in a timely manner.
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer, 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.
- For changes to the payee's address or account number (unless you have advised us of the change within three (3) business days in advance).
- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

- 9. ELECTRONIC MAIL (EMAIL)** - If you send Bay Bank an electronic mail message through the Service, Bay Bank will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with Bay Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that Bay Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Bay Bank shall be considered received within three (3) days of the date sent by Bay Bank, regardless of whether or not you sign on to the Service within that time frame.

- 10. MESSAGES** - If you change your email address you are responsible for changing this in your online profile. You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any messages. You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of a message. The bank will never include your password or full account number in an email message; however, you understand that messages may include your name and some information about your accounts. Anyone with access to your email or mobile device will be able to view the contents of these messages. You are responsible for the security of your telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information.

- 11. OTHER AGREEMENTS** - In addition to this Agreement, you and Bay Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Bay Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to this Service from your Bill Pay Account each

month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to; the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

- 12. SEVERABILITY** - If any section, provision or condition of this Agreement is deemed invalid or unenforceable, the provision deemed invalid or 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.
- 13. NO WAIVER** – If the 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. The Bank will not be considered to have waived any failure or breach by you unless such waiver has been granted in writing.
- 14. 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 the Bank reasonably requests.
- 15. 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 the 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.
- 16. 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.
- 17. MODIFICATIONS TO THIS AGREEMENT** - Bay Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- 18. PRIVACY POLICY** - A copy of Bay Bank's Privacy Statement is available upon request at our office, or can be mailed to you upon request by calling the office at (920) 490-7600, or sending a letter to:

Bay Bank
Attention: New Accounts
P.O. Box 10855
Green Bay, WI 54307

You can also access our Policy online by clicking on the Privacy Notice link on the Bay Bank web site.

- 19. DISCLOSURE OF INFORMATION TO THIRD PARTIES** - You authorize the 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.

20. INACTIVITY / TERMINATION - You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including the Bill Payment Service) under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. 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 User 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 will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

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 receiving one.

To cancel the Online Banking and/or Bill Payment Service, you must notify Bay Bank. Your notification should include your name, address and the effective date to stop the service(s). Your access to the Services will be suspended within three (3) business days of our receipt of your instructions to cancel the Services. When Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify Bay Bank by one of the following methods:

By initiating a customer inquiry through our Web Site
 By calling (920) 490-7600
 By sending a letter to:
 Bay Bank
 Attention: New Accounts
 P.O. Box 10855
 Green Bay, WI 54307

21. GOVERNING LAW - 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, the Bank's rules and regulations and the rules and regulations of any funds transfer system to which the Bank belongs. Any dispute between the Bank and you must be brought in the relevant court in Wisconsin.

22. FEE SCHEDULE - Bay Bank offers the benefits and convenience of the Online Banking service to you at no monthly charge. Account research, stop payment charges and Bill Pay Services will be assessed at the rates listed on the Fee Schedule that was given to you at account opening and deducted from your Bill Pay Account or another account you hold at Bay Bank. 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 3 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)	\$25.00 per transaction
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23. 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.

Security Procedures

- 1. LAYERED AUTHENTICATION** – This security feature is designed to protect the privacy and security of your personal information. The website URL address bar will turn green to confirm you are on a valid website. The challenge questions/answers are used to identify you and prevent unauthorized access to your information.
- 2. USE OF YOUR SECURITY PASSWORD** - The safety of our customers' accounts and account information is of paramount importance to Bay Bank. We go through great lengths to protect confidentiality and the security of your account and urge you to do the same. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Bay Bank User ID, up to the limits allowed by applicable law. While Bay Bank continues to provide our customers with the level of online security, we believe necessary and appropriate, customers who share their User IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. No Bay Bank employee will ever call and ask for your User ID or User Password.
- 3. LOST OR STOLEN PASSWORDS** - If your Password has been lost or stolen, call Bay Bank immediately at (920) 490-7600, during business hours. Telephoning is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00.
- 4. YOUR SECURITY RESPONSIBILITIES** – You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for your computer use. These would normally include such things as updated anti-virus/anti-malware protection; operating system patches when they are available; and a modern Internet browser that indicates the site name and security status.

We encourage you to routinely scan your PC and any removable drives using a reliable anti-virus product to detect or remove any viruses & malware. Undetected or un-repaired viruses/malware may destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus/malware to other computers and/or unknowingly divulge your passwords to criminals. You are solely responsible for the proper installation, configuration, and maintenance of any anti-virus/anti-malware you may employ. You agree to use standard safety best practices. You further agree to review your statements and banking transactions promptly, thoroughly and regularly.

- 5. UNAUTHORIZED TRANSACTIONS IN YOUR ACCOUNTS** - Contact us at (920) 490-7600 or by email 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 email 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 email 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 User 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 email baybank@baybankgb.com at once. If you do not contact us at (920) 490-7600 or by email 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.

Bay Bank Alerts Terms and Conditions

Alerts. Your enrollment in Bay Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Bay Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. Bay Bank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Bay Bank** Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text **"STOP" to 31727 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in **Bay Bank** Online Banking. For help with SMS text alerts, text “HELP” to **31727**. In case of questions please contact customer service at **920-490-7600**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. **Bay Bank** provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Bay Bank**’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Bay Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.