

## Registration Code: **BOW200**

### eStatements and Electronic Notification User Agreement & Disclosure

The Bank of Washington's Electronic Statement ("eStatements") is a free service offered to all customers who are eligible for online banking. This User Agreement and Disclosure provides consent to receive bank statements for your selected Bank of Washington account(s) by electronic delivery. Your Online Banking Access Agreement, the terms and conditions, the rules and regulations as well as our Privacy Policy, are in addition to the terms of this agreement. Within this Agreement, the terms "you", "your", and "customer", refer to each depositor on an account who has elected to receive an electronic statement, the term "account" or "accounts" means your accounts at Bank of Washington. All eStatements shall be in full compliance with applicable laws and regulations. It is recommended that you read this carefully and print it for future reference.

#### **General**

By accepting this Agreement, you have elected to receive your designated periodic account statements and any required account disclosures electronically in Portable Document Format (PDF). Our goal is to provide paperless statements, which are a great way to make your life easier, in addition to helping save our environment. No more waiting for your account information to arrive by mail, we'll simply send you an email when your information is available to view online. Reconcile your accounts more quickly and reduce the risk of identity theft. Plus, it's a free service. You can view from online, print from your computer and store your documents on your personal computer, when it's convenient for you.

#### **Equipment/Access Requirements**

- Authorized Bank of Washington Online Banking Access ([www.bankofwashington.com](http://www.bankofwashington.com))
- Valid, active email address
- Personal computer with printer capability
- MS Internet Explorer 6.0 or higher or Netscape Communicator 4.7 or higher with 128-bit encryption
- Adobe Acrobat 6.0 or higher, (download free from [www.adobe.com](http://www.adobe.com))

#### **Eligible Accounts**

Checking and/or Savings eStatements will be available at the same frequency (cycle) as your statement that was previously mailed. Generally, checking statements are delivered monthly, while savings statements are delivered quarterly.

#### **Accessing eStatements**

Bank of Washington will use the email address provided by you to send an email notifying you of the availability of your eStatements and disclosures. You may then log in to your Bank of Washington Online Banking Service via Bank of Washington's website, [www.bankofwashington.com](http://www.bankofwashington.com), using your secure Access ID and Password. Your eStatement may be viewed by:

- Clicking on your account (Checking or Savings Account)
- Clicking on the "Documents" tab for Business and "eStatements" tab for Consumer
- Clicking on Checking or Savings eStatements.

*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. eStatements will be viewable electronically in PDF-(Portable Document 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 Bank of Washington 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 Bank of Washington Fee Schedule.*

## **Customer Responsibilities**

You are responsible for accessing, opening and reading your documents at your earliest convenience. These contain important and legally binding information and/or disclosures. You are responsible for promptly notifying Bank of Washington if any documents you receive are incomplete, unreadable or inaccessible. You must have a valid email address. You agree to immediately notify Bank of Washington of any changes to your email address. Failure to update and/or correct your email address will result in Bank of Washington 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 Bank of Washington and unmark it, this will usually let your email be received to your "Inbox".

As a Bank of Washington Online Banking customer, you have chosen a personal Access ID and Password which allows you access to our service. You are responsible for keeping your Access 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 Access 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.

## **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 636-239-7831. If an email is returned undeliverable for any reason, Bank of Washington 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.

If you wish to discontinue receiving eStatements, you may send your request in writing to Bank of Washington, Attn: Bookkeeping Department, P.O. Box 377, Washington, MO 63090, or by visiting one of our locations. 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 or may be subject to applicable fees. You may contact the New Account department for a description of your options.

The enrollment process must be completed again to reinstate eStatements and any required account disclosures.

## **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.**

**Changes in Terms of Use**

Bank of Washington reserves the right to modify this Agreement at any time. Any modifications to this service shall be effective the date provided within the notification posted on our website: [www.bankofwashington.com](http://www.bankofwashington.com). Bank of Washington will notify you of any amendments to this Agreement, including any changes in hardware or software required to access documents by providing notice to you via your email address or our website, [www.bankofwashington.com](http://www.bankofwashington.com). Bank of Washington has the right to rescind this Agreement at any time and for any reason without advance notice.

**Liability**

Bank of Washington does not guarantee the delivery of any email notification, nor liability for losses or damages arising from non-delivery, delayed or missed 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, the Bank of Washington makes no warranty of any kind, express or implied that our eStatement delivery will be uninterrupted or error free. We do not and cannot warrant that Bank of Washington will operate without error, or that eStatements will be available at all times. You agree that neither we, nor our suppliers, 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	(636) 239-7831
Facsimile	(636) 239-4862
Postal Mail	Bank of Washington Operations Department P O Box 377 Washington, MO 63090
E-mail	<a href="mailto:online@bankofwashington.com">online@bankofwashington.com</a>