

**CONSUMER  
BANK OF WASHINGTON  
ONLINE BANKING ACCESS AGREEMENT and  
ELECTRONIC FUNDS TRANSFER ACT DISCLOSURES**

**Agreement** – This agreement is a contract that establishes the rules that cover your electronic access to your accounts at Bank of Washington (Bank) through Consumer Online Banking. By using Consumer Online Banking, you accept all the terms and conditions of this agreement. Please read it carefully. You should retain a copy of this agreement for your records.

The terms and conditions of the deposit agreements and disclosures for each of your accounts with Bank of Washington as well as your other agreements with Bank of Washington, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. If there is a conflict between the terms of your other agreements with Bank of Washington and this Agreement, the pre-existing agreements and disclosures will apply. When you use any of the Online Banking Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Missouri. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Any waiver (expressed or implied) by either party of any provision of this Agreement will not constitute a waiver of any or all of the other provisions of the agreement. You may not assign the Agreement. This Agreement is binding upon your heirs and Bank of Washington's successors and assigns. Certain obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Application, constitutes the entire agreement between you and Bank of Washington with respect to the subject matter of the agreement and there are no understandings or agreements relative to which are not fully expressed herein.

**Definitions** – As used in this Agreement, the words “we,” “our,” “us,” and “Bank” mean Bank of Washington. “Online Banking” means Bank of Washington Online Banking. “You,” “your,” “Customer” and “Company” refer to the accountholder authorized by Bank of Washington to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. “Account” or “accounts” means your accounts at Bank of Washington. “Electronic funds transfers” means ATM withdrawals, preauthorized transactions, point of sale transactions, internal transfers and external transfers to and from your Bank of Washington accounts using Online Banking, including bill payments. “Online Banking Services” means the services provided pursuant to this Agreement, including the Bill Payment Service. “Business Day” means Monday through Friday, excluding Federal Holidays. “

**Access** – To use Online Banking, you must have at least one account at Bank of Washington, access to Internet service, a web browser with at least 128-bit encryption, and an e-mail address. Online Banking can be used to access the Bank of Washington accounts for which you are an owner. You may request to add or delete any of your Bank accounts from Online Banking by requesting such changes in writing and signed by an authorized signer on each such account and forwarding them to the address listed above by mail. Access to your accounts through Online Banking will be based upon the Access ID and Password. The initial Access ID and Password for a consumer account will be chosen at the time of enrollment by the customer. Bank of Washington will not monitor transactions through Online Banking to determine that they are made on behalf of the accountholder or that the user has the authority to initiate the transaction. Sensitive Access information should be stored in a safe and secure location.

**Hours of Access** - You can use Online Banking seven days a week, twenty-four hours a day. Some or all Online Banking Services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Bank of Washington Website.

**Access IDs and Password** – Each customer requesting access to Online Banking will choose or be assigned a separate Access ID and Password. You agree that the Bank will not be held responsible for any losses arising from the security or account access granted to any user, or for any unauthorized, fraudulent, or criminal access to the account by any person. For security purposes, each user is required to change their Password upon their initial login to Online Banking. You acknowledge and agree that the Bank, in granting your request, shall issue to you an initial Password to facilitate your exclusive access to the Online Banking as requested herein, and said initial Password shall be kept absolutely confidential by you to ensure secured access to your accounts. Further, you agree to change the initial Password to a Password of your sole selection and choosing upon your initial access to the Online Banking System. Customers are advised to avoid birth dates, account numbers and any other easily guessed information when selecting a new Password. The words ‘Fiserv’ or ‘Password’ or your Access ID cannot be used as any part of your password. You determine what Password you will use and the identity of your Password is not communicated to us. Neither Bank of Washington nor any of its representatives shall ever ask for your Password unless we are troubleshooting with you. You agree that we are authorized to act on instruction received under your Password. You accept responsibility for the confidentiality and security of your Password and agree to change it in accordance with the Online Banking System requirements. Upon three unsuccessful attempts to use your Password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking you must contact us to have your password reset or use the Forgotten Password link. The Forgotten Password will send a temporary Password to the e-mail address previously provided by you. The user will be forced to change the Password upon login.

We recommend that you create a Password that is used expressly for Online Banking and not associated with any commonly known personal identification. The Password should be memorized or kept in a secure location.

**Security** – You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your statements for each of your Bank of Washington accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, your personal identification information, ID and Password. Your Access ID and Password are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security and the Online Banking System utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Bank of Washington Online Banking provides a multifactor authentication security system. In addition to your Access ID and Password, advanced device forensics seamlessly authenticates your computer and various devices. The Extended Validation (EV) Certificate triggers web browsers to display a green address bar and our site provider's name (Fiserv, Inc.). These factors are intended to provide security against unauthorized entry and access to your accounts. Notwithstanding our efforts to ensure that the Online Banking System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges** – Bank of Washington makes no direct charges for consumer customers' use of Online Banking. The Online Bill Payment service and External Transfers are optional features. You will be alerted of any fees for optional services and once alerted if you continue and submit your transaction then that will be your acceptance of these fees. You are responsible for telephone and Internet service fees you incur in connection with your use of Online Banking. Refer to the Bank's fee Schedule.

**Account Balances and Posting Transfers** - Bank of Washington business days are Monday-Friday, excluding federal holidays. End of the business day is 7:00 pm. Transactions made before the end of a business day are generally posted and reflected in Online Banking account balances and transaction activity by 9:00 p.m. Some transactions may be seen in account balances and transaction activity as they occur before the end of day. Internal transfers initiated through Online Banking before 7:00 p.m. on a business day are posted to your account the same day. Internal transfers completed after 7:00 p.m. on a business day, or anytime on a non-business day will be posted on the next business day. Standard External transfers initiated before 12:00 a.m. on a business day will begin processing to your account the next day and may take 3-4 business days to complete. Standard External transfers completed after 12:00 a.m. on a business day, or anytime on a non-business day will begin processing on the second business day and may take 3-4 business days to complete. Express (Next Day) External transfers initiated before 12:00 a.m. on a business day will be processed to your account the next day. Express (Next Day) External transfers completed after 12:00 a.m. on a business day, or anytime on a non-business day will be processed on the second business day. Bank of Washington Online Banking identifies transfers based upon the Access ID and the user who made the electronic transfer. You agree to communicate with any other people who have authorized access to your accounts about any transfers or bill payments from your account in order to avoid overdrafts. You may initiate alerts through online banking; however, the Bank of Washington requires a reasonable time to act on this request. Pending transactions may affect the timeliness of your alert.

**External Transfers** - The External Transfer feature will allow you to transfer funds between your Bank of Washington account and your account(s) at another financial institution through your Bank of Washington Online Banking. Before you can make an External Transfer, you will need to enroll an External Account. To "enroll" an External Account, you must provide the following information regarding that External Account: account number, the ABA Routing and Transit number for the external financial institution, the name of the external financial institution, and whether the External Account is a checking or savings account. You agree that you will only attempt to set up and verify accounts for which you are an account owner and have the authority to transfer funds. For verification purposes, you may be asked to provide the user sign on and password for your other financial institution's online banking or the Bank of Washington will make a group of small transactions to the other institution's account. Your other financial institution will need to validate eligibility for you to make External Transfers and Bank of Washington will approve that account for External Transfer activity. This process may take 2-3 business days and not all types of accounts are eligible for ACH transfers. It is your responsibility to verify with the external financial institution any restrictions regarding transfers to or from any External Account that you enroll. Bank of Washington is not responsible for direct, indirect, special or consequential costs, fees, losses, penalties, or other damages resulting from External Transfers that are not permitted under restrictions of other financial institutions or those imposed by applicable laws and regulations.

**Alerts** – Bank of Washington's Alert Service enables you to receive notices from time to time concerning available balance, certain transaction information and other information relating to your Bank of Washington account(s) which are eligible for the service. You may select the type of alert you wish to receive and the method of delivery of the alert for one or more of your eligible accounts. By using the Alerts Service, you acknowledge that you are aware of and agree to abide by the following terms and conditions:

1. Alerts allow you to request and receive electronic mail ("e-mail") or telephone messages regarding certain activity in your accounts with Bank of Washington that are eligible for the service. We will send Alerts to you based upon the instructions you provide to us. Changes to your instructions must be received and recorded by Bank of Washington. You hereby acknowledge and accept that Alerts are sent to you without being encrypted and may include your name and information pertaining to your Bank of Washington account(s). You authorize Bank of Washington to deliver information to the phone number or e-mail address you provide to us, even though a person not an owner on your account may access the message (such as someone who can open your e-mails or

answer your telephone or access your wireless device). If the phone number you provided to us is on either the federal or a state's Do Not Call List, you still authorize Bank of Washington to deliver Alerts to such number.

2. You may select to receive alerts through an e-mail account via a personal computer connection or by a text-enabled phone or other wireless communications device. Bank of Washington's Alerts may be affected by the terms and conditions of your agreement(s) with your telephone carrier and/or internet service provider. You acknowledge it is your responsibility to determine if your cellular phone service provider supports text messaging and your telephone is capable of receiving text messages, and that you may incur a charge for the communication of the alert. If you have directed us to communicate with you at a cell phone or other wireless communications device, you consent to receiving alerts at such cellular or other wireless communications device.
3. You acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your communications service provider(s) and other factors outside our control. We neither guarantee the delivery or the accuracy of the contents of Alerts. You agree to not hold liable Bank of Washington, its directors, officers, employees and agents 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 Alerts;
  - B. inaccurate or incomplete content in Alerts; or
  - C. your reliance on or use of the information provided in an Alert for any purpose.Bank of Washington provides Alerts as a convenience to you for information purposes only. Alerts do not constitute a bank record for the account to which it pertains. Bank of Washington reserves the right to terminate Alerts at any time without prior notice to you. Bank of Washington also reserves the right to begin charging a fee for the service after providing to you notice of the fee. Nothing contained herein shall amend, supersede or nullify anything contained in any other agreement you have made with Bank of Washington. We may add new alerts from time to time, or eliminate existing alerts. You agree that we may provide all notifications concerning changes to the service by electronic means, which may include posting any changes on the Bank's website.
4. You will be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

**Overdrafts (order of Payments, Transfers, and other Withdrawals)** – If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic fund transfers involving currency disbursements, like ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through Bank of Washington Online Banking that would result in an overdraft of your account may, at our discretion, be cancelled, including bill payments.
3. Overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account in the event the electronic fund transfer initiated through Online Banking result in an overdraft of your account, including bill payments. Customer shall pay overdrafts that occur from herein contemplated events, if any, upon demand.
4. Electronic funds transfer will have priority over checks or other debits to your accounts that are received by Bank of Washington on the same business day. If there are insufficient funds in the account to pay these checks, insufficient fund charges will be assessed in accordance with the terms of your account agreement.

**Limits on Amounts and Frequency of Online Banking Transactions** – Transfers from a savings or Money Market account are limited to a total of six third party transfers per month. If a hold has been placed on the account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. There must be sufficient funds in your account for online transactions.

For security purposes, External Transfers have limits on the amount of funds that may be transferred in one day and within one month. External Transfers are currently limited to a daily aggregate of \$2,500.00 for inbound and outbound transfers with a maximum amount of \$5,000.00 per month. Individual transfer amounts may be changed at any time without notice at Bank of Washington's discretion. If there are not sufficient funds in your account to cover and External Transfer, plus the fee, the transfer will not be completed and you will receive an email notification.

See your specific account agreement for details, or call us at 636-239-7831.

**Bank of Washington Online Bill Payments** – The Online Bill Payment service is an optional feature, and may be subject to Bank approval. To pay bills online, simply set up your Payees by choosing from the database of Payees that already exist or by entering the necessary information to schedule a payment. The payment will be charged to your account on the business date that it is processed.

Payments will only be processed once a day at our Bill Pay cut-off time. By using your Password you authorize us to charge your designated account by electronic transfer, "no signature required draft" or by debiting and remitting funds on your behalf. You agree that your bill payments will be charged to the accounts requested by you. We reserve the right to refuse to pay any payee designated to you. If we do so, we will notify you promptly. If you do not use your online Bill Payment service for 90 days, it will be automatically discontinued.

**Consumer Mobile Banking** – Consumer Mobile Banking is available to customers enrolled in online banking. The service requires a mobile device with a valid phone number. Mobile Banking services may be delivered via 1) SMS text messages, 2) a WAP browser with a communication to the internet, or 3) the Bank of Washington downloadable App through either the App Store or Google Play stores. Customers will enroll by choosing the 'Options' menu located within consumer online banking site or download the app directly from their

respective store and confirming their online banking access id and Password. Customers who use the Application or the WAP browser will input their online banking Password each time the mobile site is accessed.

Once the enrollment has been complete customers can either send a SMS text message that includes a command (Bal, Hist, ATM, Branch or Both) to 96924 and a response will be sent via SMS message. With the WAP browser or downloadable app, customers can locate Bank of Washington ATMs and branches, view balances and transactions, transfer funds, and pay bills (customers must be enrolled into CheckFree online bill payment service to pay bills via mobile device).

**Mobile Deposit Capture** – The remote deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your checking, money market or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the procedures, must be able to read and capture the magnetic ink character recognition ("MICR") line on each check and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The Bank reserves the right to charge fees for the Service.

The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service each day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. The Bank of Washington reserves the right to terminate or suspend the Service, at any time with or without cause and without prior written notice.

**Stop-Payment Requests** – Stopping the payment of a check is different from the cancellation of a bill payment. You may initiate stop-payment requests via Online Banking only for paper checks you have written on your Bank of Washington accounts. You may not initiate a stop-payment request via online banking for bill payments made through Bank of Washington's online banking. To stop-payment on a bill payment you must call Bank of Washington (636-239-7831). Online stop-payment requests are retrieved and processed at the close of each business day. However, Bank of Washington requires a reasonable time to act upon such requests. **If you require immediate action regarding a stop-payment request, you must call us at (636) 239-7831.** To be effective, the stop-payment request must precisely identify the name of the payee, the check number, the amount, and date of the check. **If you make your stop-payment request online or by telephone, we also require you to submit your request in writing and get it to us within 14 days after you initiate the request or the stop-payment will be cancelled.** You will incur stop-payment charges to the applicable account as disclosed in the current fee schedule.

If you have made arrangements with any person or company to regularly withdraw payments from your account electronically, you can stop any of the payments by contacting Bank of Washington at the address or phone number listed at the bottom of this agreement. We must receive your request at least three (3) business days before the payment is scheduled to be made. If these regular payments may vary in amount the person or company you are paying must tell you ten (10) days before each payment when it will be made and how much it will be, unless you have agreed with the payee that you will receive notice only if the amount varies within a specific range. If you order us to stop one of these preauthorized electronic payments three (3) business days or more before it is scheduled, and we fail to do so, we will be liable for your losses or damages. If you call, we will require you to put your request in writing and provide it to us within fourteen (14) days after your call. If we do not receive your request in writing within fourteen (14) days, the request will be cancelled. In some cases an affidavit of cancellation will be required.

**Disclosure of Account Information and Transfers** – Information held by one Bank of Washington entity is available to other Bank of Washington affiliates for authorized purposes. Information about your accounts or the transfers you make may also be automatically disclosed to other parties. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information.

**Right to Documentation** – You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear in the respective periodic statements for your Bank of Washington accounts. You will receive a monthly account statement from Bank of Washington for your checking and money market deposit accounts. You will get a monthly transcript account statement for your Bank of Washington savings account if there are electronic transfers, otherwise statements are provided at least quarterly. To receive your statements electronically, (eStatements) enroll for this feature online or at any of our convenient locations. You can obtain a printout of transactions by contacting us at the phone number and address listed below. A fee may apply.

**Change in Terms** – We may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of electronic fund transfers, or stricter limitation of the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of such change, unless immediate change is necessary to maintain the security of an account or our electronic transfer system. We will post any required notice of the change in terms on the Bank of Washington Online Banking Web Sites or forward it to you by e-mail or by postal mail. Your continued use of any or all of the Online Banking services indicates your acceptance of change in terms. We reserve the right to waive, reduce or reverse charges or fees in

individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the individual deposit agreements and disclosures.

**In Case of Errors or Questions About Your Electronic Transfer** – In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**Our Liability for Failure to Make a Transfer** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
5. If you, or anyone authorized by you commits any fraud or violates any law or regulation.
6. If any terminal, telecommunication device, or any part of Online Banking System was not working properly and you knew about the breakdown when you started the transfer.
7. If you have not properly followed the on-screen instructions for using Online Banking.
8. If circumstances beyond our control (such as fire, flood, hardware failure, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

Under no circumstances are we liable for any direct, indirect, special, incidental, consequential or exemplary damages, including lost profits and attorney's fees, even if informed of their possibility, arising in any way out of the use of Online Banking Service. The limitations of liability shall not be construed as an attempt to waive or limit any remedy that is identified as not being subject to waiver by agreement in any Missouri or Federal consumer protection law or regulation.

**Your Liability for Unauthorized Transfers – Unauthorized Use of Online Banking Service – Consumer** – If you are an individual and your account was established for personal, family or household purposes you can lose no more than \$50.00 if someone used Online Banking and your Access ID or Password without your permission, provided you tell us within two (2) business days. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Access ID or Password, and we can prove we could have stopped someone from Using Your Access ID or Password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows a transfer that you did not make, tell us at once. If you do not tell us within 60 days after the statement was delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, kept you from telling us, we will extend the time period.

If you believe that your Access ID or Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, contact us IMMEDIATELY at the contact information listed above.

**Third Parties** – You acknowledge that we may subcontract a portion of the Online Banking Services to be provided under this Agreement. Subject to any applicable consumer protection law, you agree that we do not control any third party supplying services in connection with Online Banking, and you will hold us harmless for any failures, acts or omissions of any third party. Features and services are subject to change without notice.

**Internet Connection** – You understand and agree that the use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information

stored therein. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

**Virus Protection** – We are not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and media using a reliable anti-virus product to detect and remove viruses found. An undetected virus may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

**Disclaimer of Warranty and Limitation of Liability** – We make no warranty of any kind, expressed or implied, including any implied warranty or merchantability or fitness for a particular purpose, in connection with the Online Banking Service provided to you under this Agreement. We do not and cannot warrant that the Online Banking System will operate without errors, or that any Online Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or other wise required by law, you agree that 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 Online Banking System, 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. Further, in no event shall the liability of Bank of Washington and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

**Your Right to Terminate** – You may cancel your Online Banking service at any time by providing us with a signed written notice by postal mail or fax. Your access to Online Banking will be suspended within 5 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate** – You agree that we can terminate or limit your access to Online Banking services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank of Washington accounts. Online Banking service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
2. Upon 5 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, for any other reason at our sole discretion.

**Communication between Bank of Washington and You** – Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail: You can contact us by e-mail at [online@bankofwashington.com](mailto:online@bankofwashington.com). (Please note that banking transactions through Online Banking are not made via email).

Telephone: You can contact us by telephone at (636) 239-7831.

Postal Mail: You can write to us at: Bank of Washington, Electronic Banking Group, at P. O. Box 377, 200 W Main St., Washington, MO 63090-0377.

In Person: You may visit in person at any one of our full service locations.

**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 of Washington and/or Online Banking Web-site or e-mail. You agree to notify us immediately of any change in your e-mail address.