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 digital banking. This User Agreement and Disclosure provides consent to receive bank statements for your selected Bank of Washington account(s) by electronic delivery. Your Digital 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 the *e*Statements online or from your mobile device and print or save when it's convenient for you.

System and Hardware Requirements

You must have the following items in order to access, view, and retain electronic records and communications that we make available to you:

- A digital device compatible with Bank of Washington Digital Banking
- Access to the internet through your internet service provider (ISP) or cellular data;
- Authorized Bank of Washington Digital Banking Access
- A valid, active email address
- Software to access Portable Document Format or "PDF" files, such as the latest version of Adobe Acrobat Reader® (available for download at http://get.adobe.com/reader/); and
- Local, electronic storage capacity to retain Records or Communications or a printer to print them.

Eligible Accounts

Checking and/or Savings *e*Statements 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 *e*Statements and disclosures. You may then log in to your Bank of Washington Online Banking Service via Bank of Washington's website, www.bankofwashington.com, using your secure Login ID and Password. Your *e*Statement may be viewed by:

- o Clicking on Menu
- o Clicking on "Services and Statements"
- o Selecting the account and month of statement

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 24 months of statements available

electronically in a PDF. It is your responsibility to view your account statement and disclosures through Bank of Washington Digital banking. 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 Schedule of Fees.

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.

As a Bank of Washington Digital banking customer, you have chosen a personal Login ID and Password which allows you access to our service. You are responsible for keeping your Login 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 Login ID and Password. Review our Digital 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 Deposit Operations 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.

You may change your method of delivery under the Statement Preferences section within Bank of Washington's digital banking platform. If you change your statement delivery preference from *e*Statement to paper statements, we will retain your consent to electronic delivery, and you will not be required to re-enroll.

If you wish to discontinue receiving *e*Statements and withdraw your consent to electronic delivery, you may send your request in writing to Bank of Washington Attn: Deposit Operations Department, P.O. Box 377, Washington, MO 63090, or by visiting any one of our locations. Please allow 30 calendar days from the date of notification to implement your request. 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. The enrollment process must be completed again to reinstate *e*Statements and any required account disclosures.

By discontinuing eStatements, 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 at 636-239-7831 for a description of your options.

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. 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. 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 *e*Statement delivery will be uninterrupted or error free. We do not and cannot warrant that Bank of Washington will operate without error, or that *e*Statements 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: online@bankofwashington.com