



## Electronic Delivery Agreement

### General

Federal law requires that we obtain your consent before providing communication electronically. By accepting this Agreement, you have elected to receive communication by electronic delivery, subject to the Federal Electronic Signatures in Global and National Commerce Act, and that you and Bank of Washington both intend that the Act applies to the fullest extent possible to validate our ability to conduct business with you by electronic means. It is recommended that you read this carefully and save for future reference.

As used in this Agreement, “communication” means any periodic statement, billing statement, authorization, agreement, disclosure, notice, or other information related to your Account including, but not limited to, information that we are required by law to provide you in writing. All communication shall be in full compliance with applicable laws and regulations. Within this Agreement, the terms “you”, “your”, and “customer” refer to each person on an account who has elected to receive electronic communication. The term “we,” “us,” and “our” refer to Bank of Washington. The term “account” or “accounts” means your accounts at Bank of Washington.

In some cases, we must continue to mail paper statements, legal notices, and disclosures even if you elect to receive them electronically. Upon your request, we can make available a paper copy of any communication.

### Changes in Terms of Use

We reserve 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. We will notify you of any amendments to this Agreement by providing notice to you via your email address or our website. Bank of Washington has the right to rescind this Agreement at any time and for any reason without advance notice.

### System and Hardware Requirements

To access, view, and retain electronic records and communications that we make available to you, you must have:

- A connection to the internet,
- An up-to-date internet browser and mobile device operating system,
- An active email address,
- A login for Bank of Washington’s Digital Banking,
- A program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader), and
- Sufficient electronic storage capacity to retain communications or access to a printer.

We will communicate any changes of these requirements. If a change in these requirements create a material risk that you will not be able to access or retain electronic records, we will require your consent to electronic delivery once again. You will also be given the right to withdraw consent at that time.

### Accessing Electronic Documents

We will use the email address provided by you to send an email notifying you of the availability of your Documents, such as your Electronic Statements (eStatements) and Electronic Notices. You may then log in to your Digital Banking service at [www.bankofwashington.com](http://www.bankofwashington.com) or through the Bank of Washington’s Mobile App. Your Documents may be viewed by:

1. Clicking on **Menu**
2. Clicking on **Services and Documents**
3. Clicking on **My Documents**
4. Selecting the account and month of statement

If you request that we mail a paper copy of a statement, normal research fees may apply. You may change your method of delivery for each account under the **Document Preferences** section within Digital Banking. If you change your statement delivery preference from electronic to paper, we will retain your consent to electronic delivery, and you will not be required to re-enroll. (Paper statement fees may apply for certain deposit accounts. Please refer to your Truth in Savings disclosures and our Schedule of Fees.)

### **Accessing Other Communication**

We will use the email address provided by you to send an email notifying you of any communications sent securely through Digital Banking. You may then log in to Digital Banking on our website, or through the Bank of Washington Mobile App. Your communication may be viewed by:

1. Clicking on **Menu**
2. Clicking on **Messages**
3. Clicking on an unread message.

### **Customer Responsibilities**

You are responsible for accessing, opening, and reading your electronic communication at your earliest convenience. These documents contain important and legally binding information and/or disclosures. You are responsible for promptly notifying us if any documents are incomplete, unreadable, or inaccessible. You agree to immediately notify us of any changes to your email address.

You understand that you have a duty to exercise reasonable promptness in examining your statements for accuracy. The statute of limitations governing these responsibilities will commence at the time we send you the email notification that your statement 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.

### **Liability**

We do 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, we make no warranty of any kind, expressed or implied, that our electronic delivery will be uninterrupted or error free. We do not and cannot warrant that Bank of Washington will operate without error, or that documents will always be available. 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.

### **Equipment Failure**

In the event of equipment failure or email delivery error, you may request a paper copy of your statement at no charge. If your email is returned undeliverable for any reason, we will attempt to call you to update our records. If we cannot reach you, we will reinstate paper delivery of your statement. (Paper statement fees may apply for certain deposit accounts. Please refer to your Truth in Savings disclosures and our Schedule of Fees.)

### **Withdrawal of Consent**

You may contact us or visit us at any one of our locations if you wish to withdraw your consent to electronic delivery. Please allow 30 calendar days from the date of notification to implement your request. (By discontinuing eStatements, you may be subject to paper statement fees for certain deposit accounts. Please refer to your Truth in Savings disclosures and our Schedule of Fees.)

### **Termination**

Termination of this agreement will result in paper statements and communications 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 electronic delivery.

### **Contact Us**

You may visit us at any of our branch locations, or by:

**Phone:** (636) 239-7831

**Fax:** (636) 239-4862

**Email:** [online@bankofwashington.com](mailto:online@bankofwashington.com)

**Mail:** Bank of Washington  
Operations Department  
P.O. Box 377  
Washington, MO 63090