

**WAYPOINT BANK  
E-STATEMENT & E-NOTICE  
DISCLOSURE & AGREEMENT**

You must be an owner/signer on all accounts you wish to access electronically at Waypoint Bank (BANK).

**E-Statement Requirements**

- Personal Computer with a "strong encryption" (128-bit) browser. We recommend Microsoft Internet Explorer with 128-bit encryption or Firefox with 128-bit encryption. **Note: We do NOT recommend the use of beta browser versions.**
- PDF document viewer such as Adobe Acrobat.
- Online banking access.

**E-Statement Customer Agreement:**

In consideration of the E-Statement and E-Notice services (SERVICES) to be provided by Bank as described from time to time in information distributed by BANK to its customers, the undersigned CUSTOMER agrees as follows:

- The CUSTOMER requests and authorizes BANK to send notice of regular periodic statement(s) and notice(s) to CUSTOMER or their agent, in lieu of a paper copy, in electronic format for all accounts selected to be viewed through BANK'S Online banking SERVICES. By utilizing the SERVICES, CUSTOMER agrees to be bound to all rules and regulations applicable to CUSTOMER'S account(s) and any other contract for services at BANK as established and amended by BANK.
- CUSTOMER agrees to receive the BANK'S Annual Financial Privacy Notice, Change in Terms Notices, Billing Rights Statement, and Error Resolution Notices in an electronic format. BANK will provide this information via e-mail links or other electronic transmission. A copy of BANK disclosure(s) may also be viewed at the BANK'S website, [www.waypointbank.com](http://www.waypointbank.com). The Consent granted by this paragraph applies to all accounts applicable to this agreement. BANK will notify CUSTOMER of any material change in hardware or software required for retrieving or storing this disclosure information.
- CUSTOMER understands their right to revoke this agreement and thereby withdraw consent to communicate with the BANK electronically. In order to withdraw consent and terminate this agreement, CUSTOMER may provide written notification to BANK, 30 days in advance, at the following address: Waypoint Bank, PO Box 7, Cozad, NE 69130. Customers may also withdraw consent and terminate this agreement by calling 1-888-819-1090 or stop by any branch location. There are no fees associated with rescinding this agreement.
- CUSTOMER understands their right to obtain a paper copy of any of the above-described SERVICES. To obtain a paper copy, the CUSTOMER must make a specific request to the BANK at any branch location. In some cases, research fees and or copy fees as specified in the BANK'S Schedule of Fees and Charges may apply to the CUSTOMER'S request pursuant to this paragraph.
- CUSTOMER agrees to notify the BANK immediately if CUSTOMER is unable to access any of the information that has been delivered by the BANK in an electronic form or manner.
- CUSTOMER agrees to notify BANK if CUSTOMER'S e-mail address changes. CUSTOMER may change their e-mail address by logging into Online banking and selecting "Options" and "Edit E-mail". CUSTOMER may also notify the BANK in writing to the above address, call 1-888-819-1090, or stop by any branch location.

**BANK shall not be responsible or liable for:**

- Consequential or incidental damages for negligent performance by BANK of its SERVICES.
- Damages arising from unauthorized access to SERVICES.
- Any cost associated with updating, modifying or terminating CUSTOMER'S software or hardware.

**Additional Terms:**

- CUSTOMER represents and warrants to the BANK that each individual authorized to access CUSTOMER accounts and information through the SERVICES is hereby authorized to access this account information. Each authorized user will designate a password as required by the various SERVICES. Generally, passwords shall consist of at least 6 characters and must include letters and numbers. Once selected for each user, a password is to be used only by the individual and protected from use by others. CUSTOMER agrees that BANK'S security procedures are commercially reasonable.
- Unless otherwise noted, the meaning of terms used in this agreement and information incorporated herein shall be defined by the applicable provisions of the Nebraska Uniform Commercial Code. The laws of the State of Nebraska shall govern this Agreement and all transactions hereunder. CUSTOMER acknowledges that they have reviewed this Customer Agreement, understands the term and conditions set forth herein, and agrees to be bound hereby.
- This Agreement may be terminated by the BANK at any time and for any reason without advance notice to CUSTOMER.