



1. General Disclosure. This Paperless Statements Application and Agreement (the "Agreement") applies to:

- A. Each account you have with Bay Cities Bank (the "Bank") for which you have, after enrollment, elected to receive statements in electronic form in lieu of receiving them in a printed paper format by postal mail service (collectively "the Accounts").

The words "we," "us," and "our" refer to Bay Cities Bank, with whom you have your Account, and the words "you" and "your" mean you, the individual(s) or entity identified on the Account(s) as an owner and/or signer. As used in this Agreement, "Communication" means any Account periodic statement, or associated authorization, agreement, disclosure, notice, or other information that would accompany your Account's periodic statement, including but not limited to information that we are required by law to provide to you in writing.

By utilizing the Communication methods outlined in this Agreement, you agree to be bound to all rules and regulations applicable to your Accounts and any other agreement for products or services of the Bank and as established and amended by the Bank.

You acknowledge and agree that your consent to electronic Communications from the Bank is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that you and the Bank both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

2. Scope of Service. When you elect to receive paperless statements in an electronic format for all Eligible Accounts (the "Service") in lieu of receiving them in a printed paper format by postal mail service, you agree that the Bank may provide you with any Communications in an electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- A. All legal and regulatory disclosures and communications associated with your Account(s);
- B. Periodic disclosures or monthly billing statements for your Account(s);
- C. Notices or disclosures about a change in the terms of your Account(s) or associated payment features; and Privacy policies and notices.

The Bank will provide all Communications in an electronic format in a clear and conspicuous manner that you can print and/or store using the hardware and software specified in this Agreement. The Bank will notify you of any material change in hardware and/or software required for retrieving or storing Communications in an electronic format.

It is your responsibility to provide the Bank with a true, accurate and complete e-mail address, contact information, and other such information related to this Agreement and to your Account(s), and to maintain and update promptly any changes in this information. You can update such information (such as your e-mail address) by:

- A. Contacting us by telephone at (813) 281-0009;
- B. Visiting any of our branch locations; or
- C. Sending a written letter of authorization to the following address:

Bay Cities Bank Operations Center  
18311 U.S. Hwy. 41 North  
Lutz, FL 33549  
Attention: Electronic Banking

You agree to immediately notify the Bank if you are unable to access any Communications in an electronic format that we have delivered to you.

3. Method of Service. All Communications that the Bank provides to you in an electronic format will be provided by:

- A. e-Mail with a Personal Identification Number (PIN);
- B. The Bank's Internet Banking Service;
- C. Access to a website that we will designate in an e-mail notice that we will send to you at the time the information is available; or
- D. Access to a website that we will generally designate in advance for such purpose to the extent permissible by law.

4. Revoking Consent to Service. You may revoke your consent to receive Communications in an electronic format for any of your Accounts by:

- A. Contacting us by telephone at (813) 281-0009;
- B. Visiting any of our branch locations; or
- C. Sending a written letter of authorization to the following address:

Bay Cities Bank Operations Department  
18311 U.S. Hwy. 41 North  
Lutz, FL 33549  
Attention: Electronic Banking

At the Bank's option, we may treat your provision of an invalid e-mail address (or the subsequent malfunction of a previously valid e-mail address) as a revoke of your consent to receive electronic Communications. We will not impose a fee to process the revoke of your consent to receive electronic Communications. Any revoke of your consent to receive electronic Communications from the Bank will be effective only after we have a reasonable period of time to process your withdrawal.

5. System Requirements. You must have the following System Requirements in order to access, view, and retain the Bank's electronic Communications that we make available to you:

- A. A personal computer and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from the Bank in an electronic format via a plain text formatted e-mail.
- B. Operating Systems and Browsers listed below. Note: Browser must be capable of supporting 128-bit Encryption

<b>Operating Systems</b>	<b>Apple Inc. Safari Browsers</b>	<b>Microsoft®Internet Explorer (IE) Browsers</b>	<b>Mozilla®Browsers</b>
<b>Windows XP® SP3</b>	—	<b>7, 8</b>	<b>Firefox 10, 11</b>
<b>Windows Vista® SP2</b>	—	<b>7, 8</b>	<b>Firefox 10, 11</b>
<b>Windows 7 (32 &amp; 64 bit)</b>	—	<b>8, 9</b>	<b>Firefox 10, 11</b>
<b>Mac OS X 10.6 (Snow Leopard™)</b>	<b>Safari 4.x, 5.x</b>	—	—
<b>Mac OS X 10.7 (Lion™)</b>	<b>Safari 5.x</b>	—	—

- C. Adobe Acrobat Reader version 5.0 or higher.
  - D. Sufficient electronic storage capacity on your computer’s hard drive or other data storage unit;
  - E. An e-mail account with an Internet service provider and e-mail software in order to participate in the Bank’s electronic Communications programs and services.
6. Right to Obtain Paper Copy. The Bank will not send you a paper copy of any Communication unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that the Bank mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. You may request a paper copy by:

- A. Contacting us by telephone at (813) 281-0009;
- B. Visiting any of our branch locations; or
- C. Sending a written letter of authorization to the following address:

Bay Cities Bank Operations Department  
 18311 U.S. Hwy. 41 North  
 Lutz, FL 33549  
 Attention: Electronic Banking

The Bank may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this Agreement. The Bank reserves the right, but assumes no obligation, to provide a paper (instead of an electronic) copy of any Communication that you have authorized us to provide electronically.

7. Written Communications. All Communications in either electronic or paper format from the Bank to you will be considered "in writing." You should print or download for your records a copy of:
- A. Your Account Agreement;
  - B. This Agreement or any other related or relevant agreement;

C. Any changes regarding this Agreement made by the Bank or you, including your authorization(s); and

D. Any other Communication that is important to you.

8. Indemnity and Liability. You agree to indemnify and hold harmless the Bank, the Bank's subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and service providers ("Related Persons"), from any and all third party actions, claims, liability, and damages, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your connection to or use of the Service, your violation of these terms and conditions of this Agreement and other related agreements, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after the Service is terminated. You further agree that the Bank is not responsible for any costs associated with obtaining, updating, modifying or terminating your software or hardware to use the Service.
9. Exclusion of Warranties. The Service and any related documentation are provided "as is" without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Bank specifically disclaims any and all implied warranties. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above limitations may not apply to you.
10. Headings. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.
11. Waiver. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.
12. Assignment. You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and the Bank's successors and assigns.
13. Entire Agreement. This Agreement constitutes the entire agreement between you and the Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.
14. Termination and Change in Terms. The Bank reserves the right, at our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications, including any applicable discount or waiver of fees related to this Service.

The Bank may from time to time and any time amend, modify, add or delete (collectively and individually "change") the terms of this Agreement with or without notice unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by you or the Bank at the time this Agreement is entered. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Service, you agree that we may notify you of the change in terms by Communication in an electronic format, mail, or by posting a notice on our website. Further, you agree that your continued use of the Service constitutes your agreement to the change. If you wish to decline to be bound by the change, you must discontinue the Service, otherwise you will be deemed to have accepted and agreed to the change.

15. Governing Law. This Agreement is governed by applicable federal laws and the laws of the State of Florida (except to the extent this Agreement can and does vary such rules or laws).