

ELECTRONIC DELIVERY OF BANK STATEMENTS AGREEMENT

The following agreement describes the terms and conditions regarding our Electronic Statement product, also referred to as E-Statements. You should keep a copy of this disclosure for your records.

At the end of the disclosure, we will ask you to accept periodic deposit account statements in an electronic format rather than a paper format. Before providing your consent, please read and consider the following information.

E-Statement Delivery

Our Online Banking customers already experience the convenience of viewing periodic account statements online. Additional convenience and security can be achieved by enrolling in our E-Statement product. When you enroll for E-Statements, you can eliminate the delivery of paper statements.

It is necessary to have Adobe Acrobat Reader 5.0 or above installed on your PC to view the statement. You can obtain a free copy of Adobe Acrobat Reader by visiting: <http://www.adobe.com>

E-Mail Reminders

The only notice that you will receive advising you that your electronic periodic statement has been posted to Online banking will be by email alert sent to the email address confirmed and validated by you upon enrollment. One attempt will be made to notify you by email that your E-Statement is available to view. If the email address provided is returned as "undeliverable", you will be prompted to enter a new email address the next time you attempt to access online banking. This email will be the only notice you will receive and no other notice will be sent. Any and all notices sent by Wayne Bank and Trust Co. to the email address will constitute sufficient and effective delivery to you and all owners of the information contained in your electronic statement whether or not you access or review the notice, and shall be deemed to have been delivered to you personally, whether actually received or not. You agree to maintain access to Online banking in a manner that gives you continuous ability to access, review and print your electronic statements and to receive and access all notices sent to you at the designated email address. It is your sole responsibility to advise Wayne Bank and Trust Co. immediately of any changes or updates to the designated email address. There are certain risks associated with the transmission of email notices through the Internet including but not limited to unauthorized access, system outages, delays, disruption in telecommunications services and the Internet. Email is not private or secure. The email notice sent to you by email is an unencrypted, automatic notice. Although the notice is not intended to contain personally identifiable confidential financial information, it may contain in its design, part or all of your name or other identifier, which could be seen or intercepted by others if delivered to your business address or other computers or electronic devices not exclusively under your control. Do NOT respond to the email notices by return email, or use the reply function to request information, service, paper copies or other items or to revoke consent. Wayne Bank and Trust Co. will not be responsible to act upon requests made in that manner.

Statement Availability

E-Statements and check images are securely available online and can be downloaded or printed for permanent retention.

Cancelling E-Statements

You may opt-out of E-Statements at any time. If you opt-out of E-Statements, we will resume delivery of your paper statements by US Mail. There may be a fee associated with the reinstatement of paper statement, depending on the type of account. Electronic posting of your electronic statement and transmission of related email notices will continue until: (1) termination of the E-Statement Service, (2) termination of your designated account(s) with Wayne Bank and Trust Co. or (3) termination of your On-line banking service with Wayne Bank and Trust Co. Wayne Bank and Trust Co. may terminate the E-Statement Service for any or all designated accounts at any time. Upon such termination, delivery of paper copies of periodic account statements, notices and disclosures will resume within a reasonable time. Termination of the E-Statement Service does not terminate Online Banking service unless otherwise so stated.

Indemnification

Except to the extent that we are liable under these Terms and Conditions or an agreement that governs an account of yours, if you are an owner of an account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of Online Banking or Bill Pay Services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Online Banking by you or your authorized representative.

Limitation of Liability

Except as specifically provided in these Terms and Conditions or where applicable law requires a different result, NEITHER WE NOR OUR SERVICE PROVIDERS OR OTHER AGENTS WILL BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING IN WHOLE OR IN PART FROM ANY ACT OR FAILURE TO ACT OF YOUR EQUIPMENT OR SOFTWARE, OR THAT OF AN INTERNET BROWSER PROVIDER, OR BY AN INTERNET ACCESS PROVIDER, BY AN ONLINE SERVICE PROVIDER OR BY AN AGENT OR SUBCONTRACTOR FOR ANY OF THEM, NOR WILL WE OR OUR SERVICE PROVIDERS OR OTHER AGENTS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF YOUR ACCESS TO OR USE OF, OR FAILURE TO OBTAIN ACCESS TO ON-LINE BANKING OR BILL PAY SERVICES.

Changes to the Terms of the Agreement

Wayne Bank and Trust Co. may change this Agreement by sending to you an e-mailed notice, mailing to you a notice or posting a notice of such change in a Wayne Bank and Trust Co. branch where you maintain your account.

Governing Law

You agree that this consent and agreement is governed by the laws of the State of Indiana. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in Wayne County, Indiana.