



eStatement Disclosure and Agreement

Upon receipt of your consent, The Bank of Tampa (the "Bank") will provide an e-mail notification to you on a monthly basis to a working e-mail address provided by you to the Bank advising of the availability of your monthly account eStatement. This Disclosure and Agreement is applicable only to The Bank of Tampa's eStatement service. eStatements are available only through Online Banking, so you will need a personal computer with an Internet connection in order to access the Internet and Online Banking. You will also need an appropriately secure web browser: Internet Explorer version 6.x and higher or Netscape version 8.x and higher. Your eStatement will be in a PDF format so you will also need Adobe Acrobat Reader software to view it. If you wish to print a copy of your eStatement, you will also need a printer connected to your personal computer.

You will be required to use your user logon and password to access Online Banking and view your eStatement. You agree that it is your responsibility to ensure that your eStatements cannot be intercepted or viewed by others.

By accepting the terms of this Agreement, you hereby authorize the Bank to provide periodic notifications of eStatement availability to you by electronic mail. Your authorization means that we can provide you with periodic notifications of eStatement availability to a working e-mail address provided by you. You are responsible for notifying us of any e-mail address changes. Notification of any e-mail changes should be received ten (10) days before the end of your normal statement cycle. You may notify us by e-mail at: estatemnts@bankoftampa.com, or by calling 813-998-1950, Monday-Friday, 9:00 AM to 5:00 PM, excluding bank holidays. If your e-mail is returned as undeliverable an attempt will be made to contact you by other means. If contact cannot be made, the Bank will resume sending a paper copy of your statement by U.S. mail to the mailing address on file for your account with the Bank.

Once you enroll in the eStatement program, your paper statement will no longer be sent to you. Although you have elected to have your statement delivered to you electronically, the Bank can print a paper statement for you, subject to any statement printing fee. Please see the applicable personal or business fee schedule for details. To request a paper statement, please contact The Bank of Tampa via e-mail at estatemnts@bankoftampa.com; via telephone at 813-998-1950; or by mail at The Bank of Tampa, Electronic Banking Department, P.O. Box One, Tampa, FL 33601-0001.

You have the right to withdraw your consent to receive e-mail notifications and electronic versions of your periodic account statement(s) at any time. To withdraw your consent to receive e-mail notifications and eStatements, you must notify us via e-mail at: estatemnts@bankoftampa.com; in writing to: The Bank of Tampa, Electronic Banking Department, P.O. Box One, Tampa, FL 33601-0001; or by calling the Electronic Banking Department at 813-998-1950. The withdrawal of your consent should be received at least ten (10) days before the end of your normal statement cycle.

All eStatements shall be in full compliance with applicable laws and regulations. The provisions in this Agreement are part of (and in supplement to) The Bank of Tampa's Terms and Conditions for Depository Accounts and are subject to all the provisions in the Terms and Conditions for Depository Accounts. Each account that you designate to be included within the eStatement service is also governed by the terms and conditions otherwise applicable to that kind of account as separately disclosed to you, either in the Terms and Conditions for Depository Accounts, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy policy or other written disclosures.

You acknowledge that you have read and agree to the terms of this eStatement Disclosure and Agreement and would like to receive e-mail notification of the availability of your eStatement.

You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action or to otherwise provide The Bank of Tampa with instructions while participating in our eStatements program or in accessing or making any transaction regarding any agreement, acknowledgement, consent, terms, disclosures or conditions, constitutes your signature, acceptance and agreement as if actually signed in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and The Bank of Tampa. You agree and acknowledge that you will keep your access I.D. and other security codes and identification data confidential, and you will immediately notify The Bank of Tampa should you believe that your access I.D. has been lost, stolen, or that an unauthorized person has electronically accessed your accounts.

By agreeing to the terms and conditions of this Agreement, you represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this Agreement.

This Agreement supplements and modifies other agreements that you may have with The Bank of Tampa, to the extent that this Agreement and other agreements could contain conflicting provisions. This Agreement will govern the delivery of electronic disclosures and statements, but all other contractual obligations of the parties remain subject to the terms of any other agreements, including the Bank's Terms and Conditions for Depository Accounts, applications, enrollment forms, applicable personal or business fee schedules, credit or deposit agreements, Privacy policy, or other written disclosures. Each account that you designate to be included within the eStatements service is also governed by the terms and conditions otherwise applicable to that kind of account, as separately disclosed to you. You will be required to review any account statements you receive and notify the Bank within established time periods if there are any errors on your statement.

You acknowledge and agree that not all e-mail is secure. Therefore, you agree that the Bank has no liability to you whatsoever for any loss, claim or damages arising from or to, any e-mail or other electronic communications that the Bank has submitted to you or that you have submitted to the Bank. The Bank also has no duty to investigate the validity or to verify any e-mail or other electronic communications sent or received by it. Although the Bank has no obligation to do so, it reserves the right to require authentication of e-mails or electronic communications. The decision to require authentication is at the sole discretion of The Bank of Tampa. The Bank will have no obligation, liability or responsibility to you or any other person or company if it does not act upon or follow any instruction to it if a communication cannot be authenticated to its satisfaction.

You agree that we will provide our Annual Privacy Notice in electronic form. This Notice will always be posted on our website, and will be available for you to review at any time.

On the eStatement application, you will be asked to input a code in a designated field. That code is **1984**.