Bank of Wisconsin Dells Personal Online Banking Agreement and Disclosures (05/2017)

- 1. <u>Coverage</u>. This Agreement applies to your use of the Bank of Wisconsin Dells Online Banking Service which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms "you" and "your" refer to each depositor on an account accessible by Personal Online Banking service, and the terms "us," "we," and "our" refer to the Bank.
- 2. <u>Application Forms</u>. To establish Personal Online Banking service you will complete an application form evidencing your desire to access your accounts using Personal Online Banking. Your signature on the Application Form constitutes your agreement to the terms of this Agreement.
- 3. <u>Your Responsibility</u>. You are responsible for selecting all systems, hardware and your Internet Service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet Service provider and systems and computer services. You are also responsible to implement and maintain security measures, including firewall and antivirus protection.
- 4. <u>Security</u>. We require the use of 128-bit secure browser with Secure Sockets Layer (SSL) to login to your account and perform transactions. Most modern browsers use SSL technology, however if you are using an older version of software, it would be wise to upgrade. You then know you have the best security protection available.

There are several ways to know if your browser is secure.

- The use of EV certificates will change the Online Banking website URL address bar to green. In addition, the name of the legitimate website owner (Fiserv, Inc) should appear somewhere in the address bar. Each browser displays the EV certificate differently.
- A small window may pop up to tell you that this is a secure link and do you want to continue.
- Instead of the usual http:// you will notice that it has changed to https://. The "s" denotes secure mode.
- Most secure browsers also have a small graphic, such as a padlock or key, that will appear in the bottom right hand corner of the screen, indicating a secure connection.
- Access Codes. After your application is approved, you will be assigned an initial Username and password, which you will be required to change after your initial log in. The password has the same effect as your signature authorizing transactions. Your password needs to be 8-17 characters in length, of which one character must be numeric, one alpha and one a special character (examples: #\$%*+). Try to avoid using common words or sequence of numbers. You agree to safely keep the password, not to record the password or otherwise disclose or make the password available to anyone other than authorized users of your accounts. Anyone to whom you disclose your password and anyone who has access to your password will have full access to the services you can perform on Personal Online Banking, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your password with your permission, you will be responsible for any transactions performed by that person. It is recommended that you change your password often.

When entering username and password information you may be presented with a question to have Windows remember your password information. Always click on NO to refuse this. Never save access code information. Make sure that no one is physically watching as you enter your codes.

Please use the "Log Off" feature when you finish using Personal Online Banking or when you are going to be away from your computer. Personal Online Banking will automatically "log off" after a period of inactivity.

6. <u>Customer Liability</u>. Tell us at once if you believe your password has been lost, stolen or otherwise become available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove that

we could have stopped someone from using your password without your permission, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days of the date we mail a periodic statement to you, you may not get any money you lost after the 60 days if we show that we could have stopped someone from taking the money if you would have told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- 7. <u>Contact in Event of Unauthorized Transfer</u>. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 608-253-1111 or write to Bank of Wisconsin Dells, PO Box 490, Wisconsin Dells, WI 53965, or email us at info@dellsbank.com.
- 8. <u>Business Days</u>. Our business days are Monday through Friday, excluding holidays as determined by the Bank of Wisconsin Dells. We can process a fund transfer on the same business day as your instructions, if we receive your instructions before our Personal Online Banking cut-off hour of 5:00 p.m. on a business day except for December 24th, when the service cut-off hour will be 12:00 p.m. (noon). If we receive your instruction after the end of our business day, we will process the transaction on our next business day. If you schedule a fund transfer for a future date, we will process the transaction after the close of business on that date, if that day is a business day. If the date you request for a future transfer or payment is not a business day, we will process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last business day of that month.
- 9. <u>Functions</u>. Using your password and Personal Online Banking you can perform all of the functions described below:
 - view account information
 - transfer funds among your deposit accounts
 - transfer funds from your HELOC
 - make payments out of deposit accounts to your loan accounts
 - view imaged documents
 - pay bills or people (an additional application is required)
 - view your spending report

Subject to available funds, you may transfer funds through the Personal Online Banking in any amount.

10. Canceling Funds Transfers.

- a. <u>Canceling an Order</u>. Any instruction to cancel or change a transfer must be received prior to 5:00 p.m. (12:00 p.m. noon on December 24th) on the business day the transaction is to be processed. Except for preauthorized transfers, described below, if we don't receive your complete and accurate instruction identifying a funds transfer prior to that time, we may process the transaction.
- b. Preauthorized Transfers. If you tell us in advance to make a regular payment at a regular time out of your account without further action by you (a preauthorized transfer), you can stop these payments either by deleting the scheduled transfer, or by calling us at 608-253-1111 or writing us at Bank of Wisconsin Dells, PO Box 490, Wisconsin Dells WI 53965, or emailing us at info@dellsbank.com in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call or email, we may also require you to put your request in writing in a form approved by us and received by us within 14 days after you call or email. We will require that you tell us the exact amount of the debit, the next date the debit is to be made and the exact name of the payee. If you stop payment of such a preauthorized transfer in accordance with the terms of this Agreement, your stop payment will apply only to the debit you stopped and not to subsequent debits to that payee, unless you specifically instruct us to cancel all of such debits to that payee.

- c. <u>Liability for Failure to Stop a Preauthorized Transfer</u>. If you order us to stop a preauthorized transfer three business days or more before the transfer is scheduled, and the stop payment order is made according to the terms and conditions of the account and this Agreement, including the requirement that you give us the exact amount of the debit, the next date of the debit and the exact name of the payee, and we do not do so, we will be liable for your losses or damages proximately caused by our failure.
- d. <u>Charges For Stopping Payment</u>. If you submit an oral or written stop payment request for a preauthorized payment, we will charge you for each such stop payment order, the charge for stopping payment identified in our current fee schedule accompanying this Agreement as may be amended from time to time
- 11. Overdrafts. When you schedule a funds transfer using the Personal Online Banking, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.
- 12. <u>Limitations on Transfers (Savings & Money Market Deposit Accounts)</u>. Under federal regulations, during any month you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. Each fund transfer through Personal Online Banking from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. (However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.)
- 13. <u>Fees.</u> Currently we do not charge for Personal Online Banking. However, we may amend our current fee schedule and Deposit Account Rules from time to time.
- 14. <u>Periodic Statements</u>. Your Personal Online Banking account activity will appear on your periodic account statement. If there are no transfers in a particular month, you will receive statements at least quarterly.
- 15. Our Liability For Failure to Make Transfers. If you have given us all of the proper and timely instructions and have properly completed all fields to complete a transfer or bill payment, and we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. We will not be liable, for instance:
 - If, through no fault of ours, your Account does not contain sufficient collected funds to make the transfer.
 - If the money in your Account is subject to legal process or other encumbrances restricting the transfer.
 - If the transfer would go over the credit limit on your overdraft credit plan, if any.
 - If a transfer system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as, but not limited to, fire, flood or power failure) prevent the transfer or use of Personal Online Banking despite reasonable precautions that we have taken.
 - If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.

- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Personal Online Banking.
- If your operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of your browser, Internet Service Provider (ISP), computer, computer virus or other problems relating to the computer equipment you use with the Personal Online Banking, including, without limitation, your inability to access Personal Online Banking or any part of Personal Online Banking.
- For a failure to provide access or for interruptions in access to the Personal Online Banking due to Personal Online Banking system failure.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS-OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT-WILL BE TO CORRECT ANY ERRORS (AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE), BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO PERSONAL ONLINE BANKING OR OUR PERFORMANCE HEREUNDER.

IN NO EVENT WILL OUR LIABILITY FOR ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET GENERALLY EXCEED THE TOTAL FEES INCURRED BY YOU DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING ACCRUAL OF SUCH CAUSE OF ACTION. IF YOU ARE DISSATISFIED WITH PERSONAL ONLINE BANKING, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE USE OF PERSONAL ONLINE BANKING AND/OR TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 16.

You agree to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses, and attorneys' fees arising out of or resulting from your use of Personal Online Banking or your breach of any of your obligations under this Agreement. Your obligation to indemnify us shall survive termination of this Agreement.

- Account Information Disclosure. We may disclose information we collect, to companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; for example, your credit card or our alternative investment program, in order to service your account. We do not disclose any non-public information about you to anyone, except as permitted or required by law or to service your account. For example in response to government entities and subpoenas, or to effect, administer or enforce a transaction requested or authorized by you. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with Federal standards to guard your non-public personal information. We shred all personally identifiable documentation.
- 17. <u>Termination</u>. We may modify, suspend or terminate your privilege of using Personal Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Personal Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can use the account accessible with Personal Online Banking may terminate this service. Termination shall not affect the rights and obligations of the parties for transactions made with Personal Online Banking before we have had a reasonable time to respond to your termination request. Termination of your Personal Online Banking will automatically terminate any pending transfers.

- 18. <u>Third Parties</u>. You understand that support and services relating to Personal Online Banking are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.
- 19. <u>Amendment</u>. We may amend this Agreement at any time. Notice will be sent to you at your current mailing or email address in our files. Amendments will be effective upon the date indicated in the notice.
- 20. General. This Agreement is intended to supplement and not to replace other agreements between you and us relating to your Accounts, including, without limitation, our Deposit Account Rules. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Accounts, this Agreement shall govern and prevail. This Agreement is binding upon and inures to the benefit of the parties and their personal representatives, successors and assigns. This Agreement is governed by the internal laws of the State of Wisconsin.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 608-253-1111 or write us at Bank of Wisconsin Dells, PO Box 490, Wisconsin Dells, WI 53965 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa transaction or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa transaction or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.