

**Bank of Brodhead**  
PO Box 108  
806 E Exchange St  
Brodhead WI 53520-0108

**Consumer Internet Banking Agreement and Disclosures**

1. Coverage. This Agreement applies to your use of our Online Banking Service ("Internet 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 Internet Service, and the terms "us," "we," and "our" refer to the Bank.
2. Application Forms. To establish Online Banking you will complete certain application forms or other documents evidencing your desire to access your accounts using Online Banking ("Application Forms"). Your signature on the Application Forms constitutes your agreement to the terms of this Agreement.
3. Your Responsibility. 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.

INTERNET SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT INTERNET SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF INTERNET SERVICE, EXCEPT WHEN WE ARE REQUIRED TO DO SO BY LAW. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO INTERNET SERVICE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

4. Access Codes. We will either issue to you, or you will be required to select one or more personal identification numbers, passwords, or other access codes ("Passcode") to access services using Online Banking or Mobile Banking. The password or passcode has the same effect as your signature authorizing transactions. You agree to safely keep the password or passcode, not to record the password or passcode or otherwise disclose or make the password or passcode available to anyone other than authorized users of your accounts. Anyone to whom you disclose your password or passcode and anyone who has access to your password or passcode will have full access to the services you can perform on Online Banking or Mobile Banking, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your password or passcode with your permission, you will be responsible for any transactions performed by that person. Your Online Banking password will be required to be changed every 91 days.

**The Bank of Brodhead will never telephone you, send an email, or text message you requesting your password, passcode or your personal or account information.**

When entering your Access ID and password information you may be presented with a question to have your password information remembered, always click NO to refuse this. Never save password information.

5. Customer Liability. Tell us at once if you believe your password or passcode has been lost, stolen or otherwise becomes 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. If you tell us within two business days after you learn of the loss or theft of your password or passcode, you can lose no more than \$50 if someone used your password or passcode without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password or passcode, and we can prove that we could have stopped someone from using your password or passcode without your permission if you had told us, 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.

6. Contact in Event of Unauthorized Transfer. If you believe your password or passcode has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 608-897-2121 or write Customer Service, Bank of Brodhead, PO Box 108, Brodhead WI 53520-0108.
7. Business Days. Our business days are Monday through Friday. The following holidays are not included as business days: Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas, New Years Day. We can process a fund transfer or bill payment on the same business day as your instructions, if we receive your instructions before our Online Banking or Mobile Banking cut-off hour of 6:00 p.m. on a business day, or for our Bill Pay cut-off hour of 3:00 p.m. on a business day. If we receive your instructions after the end of our business day, we process the transaction on our next business day. If you schedule a fund transfer or bill payment for a future date, we 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 process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring funds transfer or bill payment and the payment date does not exist in a month, the payment will be processed on the last business day of that month for Online Banking or Mobile Banking. If you designate a processing date of the 28<sup>th</sup> through the 31<sup>st</sup> of the month and this date falls in a short month, processing will be initiated on the first business calendar day of the month following that date for Bill Pay.
8. Functions. Using your password and the Online Banking you can perform all of the functions described below:
  - view account information
  - transfer funds among your deposit accounts
  - schedule transfer funds between accounts
  - make payments out of deposit accounts to your loan accounts

- pay bills(an additional application is required) (Personal Banking only)
- mobile banking(an additional application is required) (Personal Banking only)
- view imaged documents

Subject to available funds, you may transfer funds through Online Banking or Mobile Banking in any amount.

The following limits apply to the amounts of transfers using the (Personal Banking Only) Bill Payment Service:

- Minimum Bill Payment transactions amount \$1.00
- Maximum Bill Payment transaction amount \$5,000.00
- Account to Account Transfers limited \$2,500.00 per business day
- E-mail payments limited to \$100.00 per item per day

9. Additional Information About Bill Payment.

- a. General. This service is intended for Personal Banking Only. You have the ability to pay bills through this service. To subscribe to this service, you must have consumer checking account with us. You must sign up for Bill Pay through Customer Service at the Bank of Brodhead and receive a Consumer Internet Bill Payment Agreement and Disclosure. The Bill Payment service will be free if you have E-statements, if not there is a \$5.00 Bill Pay Statement charge per statement cycle. You can pay bills either on an automatic recurring basis or periodically as you request. You must designate one account as your primary bill payment account. Limits, if any, on the amount or frequency of bill payments are described in paragraphs 8 and 12.
- b. How Bill Payments are Made. Bill payments are processed either through an electronic transmission to the payee or by check drawn on your account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. Payments made with checks are generally received and credited by most payees within seven to ten business days.

To help ensure that your payments arrive on time, you must schedule your payments to be processed at least 5 business days before the payment due date for an electronic payment to the payee and at least 10 business days before the due date for a check payment mailed to the payee. This generally allows sufficient time for the payee to receive and post your payment.

We are not responsible for postal delays or processing delays by the payee for any bill payment made through Online Banking Bill Pay.

10. Cancelling Funds Transfers or Bill Payments.

- a. Cancelling an Order. You may cancel or change a pending funds transfer or bill payment by selecting and accurately completing the appropriate fields from the payment menu. Any instruction to cancel or change a transfer or bill payment must be received prior to the cutoff time on the day the transaction is to be processed. If we don't receive your complete and accurate instruction identifying a funds transfer or payment 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 following the procedure in the preceding paragraph, or you can call us at 608-897-2121 or write us at Bank of Brodhead, PO Box 108, Brodhead, WI 53520-0108 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing in a form approved by us and get the form to us within 14 days after you call. 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. Liability for Failure to Stop a Preauthorized Transfer. 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. Charges For Stopping Payment. 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 is \$20.00 and may be amended from time to time by receiving a new Fee Schedule. If you cancel or change any pending funds transfer or bill payment by completing the appropriate fields from the payment menu, there will be no charge.
  - e. Our Rights. If we fail to cancel or stop any funds transfer or bill payment, the payment will stand unless you show us that payment to the payee was unenforceable. If we recredit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee, and to assist us in any legal action taken against that person.
11. Scheduling Payments and Overdrafts. When you schedule a funds transfer or bill payment using Online Banking or Mobile Banking, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer or bill payment 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.

12. Limitations on Transfers. Under federal regulations, you may make no more than six transfers and withdrawals to another of your accounts or to a third party by means of a preauthorized electronic fund transfer, telephone (or data transmission) transfer, including Online Banking transactions and Mobile Banking transactions, or check and draft, debit card or similar order to third parties per month or statement cycle from your savings or money market deposit account. Each fund transfer or bill payment through Online Banking or Mobile Banking from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. Your Deposit Account Rules may include other restrictions and charges.
13. Additional Information about Mobile Banking.
  - a. General. This service is intended for Personal Banking only. Mobile Banking means our service that allows you to make payments, transfer funds, access accounts, obtain information by a mobile access device such as a telephone and/or other means we authorize or allow. You must be enrolled in both our Online Banking and Mobile Banking service. You must download the app from the app store in order to access Mobile Banking and accept the terms of the Mobile Banking Service Agreement. Please refer to Mobile Banking Agreement for specific information on Mobile Banking.
  - b. Fees. Currently, we charge no fees to enroll or use Mobile Banking. However, we may assess fees (a) set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or fund transfer fees) or (b) for products and services that you may purchase through Mobile Banking. We reserve the right to institute or change fees for Mobile Banking after sending you prior notice.
  - c. Consent to receive Disclosures and Notices Electronically. By accepting this Agreement, you consent to receiving notices and disclosures concerning Mobile Banking, Primary Online Banking, Bill Payment Agreement and your enrolled bank accounts electronically, including by mobile phone (e.g. SMS or other text message) or e-mail (each of the foregoing being an "electronic address"). You must enter your electronic address for such disclosures and notices when first enrolling in Mobile Banking. You are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into your Primary Online Banking service, accessing the electronic page for managing your email address or accessing the Mobile Banking page to update your Mobile Device phone number, and entering your new electronic address. If you need assistance updating your electronic address, you may call the Customer Service Center at 608.897.2121. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address that you have provided us with. Many disclosures and notices may also or instead appear in one or more of your bank account statements. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic

transmission. You may, without charge, withdraw your consent to receiving notices and communications electronically by calling our Customer Service Center at 608.897.2121, but in that event we can terminate your Mobile Banking service.

Receiving electronic disclosures and notices on your Mobile Devices requires that your Mobile Device be an Internet-enabled Mobile Device that support 256-bit encryption. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your Mobile Device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling our Customer Service Center at 608.897.2121.

14. Periodic Statements. Your Online Banking account activity will appear on your periodic account statement.
  
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 a transfer system was not working properly and you knew about the breakdown when you started the transfer.
  - If an act of God or circumstances beyond our control (such as fire or flood) prevent the transfer or use of 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 the 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, computer, computer virus or other problems relating to the computer equipment you use with the Online Banking, including, without limitation, your inability to access Online Banking or any part of Online Banking.
  - For a failure to provide access or for interruptions in access to the Online Banking due to 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 PAYING A BILL WILL BE TO CORRECT THE ERROR [AND PAY ANY PENALTIES AND

ASSOCIATED LATE CHARGES TO THE PAYEE], BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO INTERNET SERVICE.

16. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution; in order to comply with court orders or other legal process; to comply with subpoenas, summonses, search warrants or requests from government agencies; whenever required by law.

You agree that we may deliver our privacy notices to you by making them available on our web site.

17. Access and Termination. Online Banking is generally accessible 24 hours a day, 7 days a week, except it may be inaccessible for a reasonable period for system maintenance. We may modify, suspend or terminate your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to you or refund of fees you have paid. In the event we terminate 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 Internet Service may terminate Internet Service. Termination shall not affect the rights and obligations of the parties for transactions made with the Internet Service before we have had a reasonable time to respond to your termination request.

You must cancel all future funds transfers and bill payments, whether recurring or individual payments, when you terminate Online Banking or Bill Payment or we may continue to process such payments.

18. Third Parties. You understand that support and services relating to Internet Service are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.
19. Amendment. We may amend this Agreement at any time upon such notice as may be required by law. Notice will be sent to you at your current address in our files or sent to your email address. Amendments will be effective upon the date indicated in the notice, if applicable.
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 governed by the internal laws of the State of Wisconsin.

21. Additional Provisions. Bank of Brodhead is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your PC and other mobile devices routinely using a competent anti-virus product to detect and remove any viruses found.

#### In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 608-897-2121 or write us at Bank of Brodhead, PO Box 108, Brodhead, WI 53520-0108 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days 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.

The 10 day periods in the preceding paragraph may be extended to 20 business days, if the error involves a transfer to or from the account within 30 days after the first deposit to the account was made.

If the error involves an electronic transfer from your account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within 30 days after the first deposit to the account was made, the 45 day time period to investigate your complaint or question will be 90 days in place of 45 days.

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.



## Acknowledgment

I have received a copy of Consumer Internet Banking Agreement and Disclosures. The terms and conditions of the Agreement have been explained to me and I understand and agree to be bound by the terms of the Agreement.

Date: \_\_\_\_\_

Online Banking User:

\_\_\_\_\_  
Account Holder Signature

Customer Service: \_\_\_\_\_