

BANK OF MAUSTON
Online Banking and Mobile Banking Agreement

Coverage. This Agreement applies to your use of the Bank of Mauston's Business and Personal Online Banking services and mobile banking services including Mobile Deposits and E-Delivery. This agreement excludes Cash Management services available to business customers which has a separate agreement and BillPay services which also has a separate agreement. In this Agreement, the terms "you" and "your" refers to the Bank of Mauston account holder who is authorized to use the online banking system under this agreement. The terms "us", "we", "our", or "Bank" refers to the Bank of Mauston.

Accepting the Agreement

WHEN YOU CLICK ON THE "I AGREE" BUTTON BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALSO, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE AN AUTHORIZED USER ACTING WITH FULL AUTHORITY AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

By checking the box marked "I AGREE", you agree to receive the Bank of Mauston's Online Banking Agreement electronically. You may withdraw your consent to receive Online Banking disclosures and agreements electronically at any time by contacting the Bank at 608-847-6200. The Bank will then send them to you in writing. There is no charge to receive your disclosures and agreements in writing.

Your Responsibility

Requirements for Online Banking include:

- At least one account at the Bank of Mauston; types of accounts available for online banking include checking, savings, money market, Certificate of Deposit (CDs), Individual Retirement Accounts (IRA) s and loan accounts at the Bank of Mauston.
- A valid email address. It is your responsibility to ensure that the email address you provide for your online banking user account is accurate and able to receive emails and it is your responsibility to inform the bank of any changes to the email account required for online banking.
- Complete the online application. (Once your application is received by the Bank, we will call to verify your information)
- Business accounts with the ability to set up their own online banking users must be approved by the bank and sign an additional agreement detailing their responsibilities and liability regarding those access accounts.
- You can only access the online banking platform from within the United States of America and some foreign countries. The allowed foreign countries may change from time to time at the bank's discretion. Please call the bank if you have any questions.
- To utilize Mobile Banking, you must have a cellular phone with the bank's mobile application installed.

You are responsible for all equipment, Cellular and ISP (Internet Service Provider) services required to access your online banking account or your mobile application. The Bank of Mauston is not responsible for any defects or malfunctions, or loss of service, due to hardware or software failure or your choice of ISPs or Cellular service provider. You are also responsible for implementing and maintaining security measures, such as firewall and antivirus protection. You must access your online banking from a supported browser. We have no responsibility or liability for any loss you may incur if any of the above are not implemented.

Prior to enrolling into the Internet Banking Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Internet Banking Service and to retain a copy of this Agreement. If we revise hardware and software requirements, and if there is a material change that impact your ability to access the Internet Banking Service, we will give you advance notice of these changes and provide you an opportunity to cancel the service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format).

BUSINESS ONLINE BANKING 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 BUSINESS ONLINE BANKING WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF BUSINESS ONLINE BANKING.

Address Changes

You agree to promptly notify the Bank in writing or by telephone of any change of address or phone number.

Confidentiality

The Bank of Mauston has a Privacy Statement posted on their website and available at all physical Bank locations detailing the conditions in which we would share information about your accounts to third parties. You may request a copy of this Statement by contacting the bank either by mail, e-mail, or phone.

Enrollment and Security

The bank has multifactor (MFA) security for all online banking accounts. A username and a complex password (of your choosing) are required. The password should not be associated with any commonly known personal identification such as Social Security numbers, address, date of birth, or children's names. Too many failed logon attempts will result in your account being locked out, and you must contact the Bank to have your password reset.

Another required security measure is a one-time passcode (OTP) which will be sent to the email address or phone number (which are called delivery methods) designated during your online account banking setup process. This passcode will be required before access to your online accounts is granted.

Your username, password and OTP verification delivery method are part of a secure authentication process verifying your identity and allowing you access to the Bank's online banking system. By proceeding with this enrollment, you are agreeing to keep this information or any other methods of accessing your account, confidential and not record it or otherwise disclose or make it available to anyone other than authorized users of your online banking account to prevent unauthorized use of your accounts or online banking account.

Access Liability

If you disclose your username, password, or Bank of Mauston account numbers to any person(s) or entities other than those you have designated as authorized users of your online banking account, you assume all risk and losses associated with that disclosure, up to and including the loss of some or all of the money in your bank accounts. We are entitled to presume that all communications containing proper passwords are authorized by you and to act upon those communications, and you will be bound by any transaction performed by any person using that password. You are also responsible for all transfers and bill payments authorized from your Bank of Mauston online banking account. If you allow any person(s) or entities access to your account number, username, or password you are responsible for all transactions they authorize from your accounts.

If you suspect someone has or may access the Bank of Mauston's online banking system using your online banking username or password and OTP delivery method, or if you believe someone has made unauthorized transactions from your account, you agree to notify the Bank of Mauston immediately by calling the Bank during normal business hours at 608-847-6200.

Biometric Enrollment

To enable biometric authentication (using Touch ID, Fingerprint, or Face ID), you are required to save your Bank of Mauston Online ID on mobile devices that allow for this type of enrollment AFTER the installation of the Bank of Mauston mobile application (Mobile App). Bank of Mauston does not control the functionality of Touch ID, Fingerprint, or Face ID and does not have access to your fingerprint(s) or facial recognition information. If any other individual has registered a biometric characteristic (such as a fingerprint) on the device you use for accessing your Mobile App or is able to access your Mobile Banking device due to a biometric characteristic similar to yours (as may be possible via facial recognition applications), that individual will also be able to access this application without entering a username or

password. You are solely responsible for all activities that occur using the Bank of Mauston Mobile app with your Online ID. We expressly disclaim any liability with respect to unauthorized use of the Bank of Mauston Mobile app via biometric authentication. Notify us immediately if you think that any unauthorized access has occurred.

For more information on how biometric functionality works for your device, please refer to your device manufacture's support resources. There may be circumstances where biometric authentication will not function as expected and you may be required to provide your username and password to sign in.

Business Hours and Processing Schedule

The Bank of Mauston, located at 503 Gateway Ave , Mauston, WI 53948, has normal business hours of Monday-Friday, 8AM to 5PM and Saturdays 9AM to 12PM excluding holidays. Internal Funds transferred for same day processing using the online banking system at the Bank will be processed on the same business day if the transaction is completed before the Bank's cut-off time of 6:00 PM (**Note:** This cut off time excludes external transfers and Bill Payments through the Bill Pay system. External Transfers and Bill Payment transactions have a 3PM cut off time.) Transfers made after 6:00 PM will be processed on the next business day. Funds scheduled to be transferred on a future date will be transferred on the date specified; however, if that future date falls on a day that is not a business day; the funds will be transferred on the next available business day.

Online Banking Services

The following services include, but are not limited to: viewing cancelled checks, retrieving statements, reviewing account information, transferring funds to and from bank approved Bank of Mauston accounts, transferring funds to another non-owned Bank of Mauston account, transferring funds to and from a Bank of Mauston account to another financial institution, making loan payments from a Bank of Mauston account to a Bank of Mauston loan, viewing current transaction listings, downloading files/transactions to PC, mobile depositing a check, securely emailing the Bank of Mauston, connecting to Bill-Pay (with a separate approval from the Bank and a separate agreement), signing up for e-delivery and setting up email or text alerts regarding a variety of circumstances (i.e. – account dips below a certain balance, excessive transactions, debit card activity).

Business Account Services

Online banking offers some services to business customers which include ACH Origination, Nacha File Imports, and setting up multiple users to manage business accounts online. These types of services have more requirements and an additional agreement. Please contact the Bank of Mauston at 608-847-6200 and ask for the bookkeeping department to inquire about these services.

Third Parties

The Bank contracts with a third-party vendor for the service and support of the Online Banking Service offered. By proceeding with this enrollment process, you authorize the Bank to contract with this third party to provide service and support. You release us from any liability for failures, acts or omissions of any third-party system operator including, but not limited to, unauthorized access to theft or destruction of your information or instructions.

Funds Transfer Regulations, Limitations and Cancellations

Fund transfer availability and restrictions via online banking are subject to the same requirements as those detailed in the disclosures given to you at account opening. All transfers are subject to funds availability and must be collected funds for a transfer to take place. Deposit accounts subject to fees for early withdrawals or excessive withdrawals will accrue those same fees if these withdrawals are generated from online banking. You were informed of these fees when you opened the account, and that information is still available to you by calling the Bank.

Cancellations:

You may change or cancel a scheduled transfer from your online banking account; the change or cancellation must be completed before the cut-off time of the business day prior to the transaction taking place. Failure to change or stop the transfer before that time may result in the transfer being completed as originally setup, and you will be responsible for any fees that may accrue from the transfer.

Transfer Fees:

There is no fee to initiate internal funds transfers. We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.

Transfer Limits:

You may use the Internet Banking Service to check the balance of your accounts and to transfer funds among your accounts at the bank. You must have sufficient funds in your account(s) to cover the amount of any transaction (internal/external account transfer, ACH, and/or bill payment) on the effective date of the transaction or the request may not be processed. Overdraft charges may be incurred if transactions exceed your account balance. Transfer limits are implemented for security reasons. Please call the bank for more information on your account transfer limits. These dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. A transfer remains "in Process" until fully processed and it will appear as "in Process" on your transfer funds tab within online banking. We may change your transfer limits or cancel this service at any time. Any change will be subject to notice, as required by law, but you agree that we may reduce your limits or cancel this service without prior notice upon occurrence of a disqualifying event.

Disqualifying Events:

Any of your accounts with the Bank of Mauston are not current or are not in good standing; (i.e. You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Bank of Mauston account during the current or three prior calendar months.) You have had any prior transfer to or from a non-Bank of Mauston accounts cancelled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Status Email:

The Bank of Mauston may send messages to your primary email address during the funds transfer process. Primary email address is defined in online banking, and you are responsible for updating the address should it change. Email messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed. Your online banking transfers will appear on your periodic statement(s).

NON-OWNED BANK OF MAUSTON ACCOUNT FUNDS TRANSFERS

Within online banking you may enroll for the option of transferring funds from your personal deposit accounts at the Bank of Mauston to certain accounts at the Bank of Mauston that you are not an owner of (non-owned Bank of Mauston accounts). You will need to register each of the non-owned Bank of Mauston accounts that you wish to use for these transfers.

EXTERNAL ACCOUNTS FUNDS TRANSFERS

Within online banking you may enroll for the option of transferring funds between your linked personal deposit accounts at the Bank of Mauston and certain deposit (checking, savings, or money market accounts) at other financial institutions. An inbound transfer moves funds into an account at The Bank of Mauston from an account outside the Bank of Mauston. An outbound transfer moves funds from an account at the Bank of Mauston to an account outside the Bank of Mauston. You will need to register each of your non-Bank of Mauston accounts that you wish to use for these transfers. You agree that you will only attempt to register accounts for which you have the authority to transfer funds. The Bank of Mauston will post inbound transfers to your account two business days AFTER the process date. For outbound transfers, your funds will be debited on the business day the transfer is created and your external account will show the transfer the next business day. Consult your external financial institution for details on when funds will post to your account.

Cut off times for external transfers is 3:00 PM CST. Any transfer initiated after the applicable cut off time will be considered as being initiated on the next business day.

You authorize us to validate the external accounts through the use of a test transfer, in which one or more low value payments will both be credited to the account. The test credits will always be of the same or less amount, so the balance in any of your accounts will never be less than the actual balance.

Once the test transfer is complete, we will ask you to access your account to tell us the amount of the test credit or debit or any additional information reported by your financial institution. We may also verify your external account by requiring you to submit proof of ownership of the account.

External transfer ACH service is subject to applicable Wisconsin and federal law, including but not limited to the Electronic Funds Transfer Act. External transfer ACH service is also subject to the rules of the National Automated Clearing House association (NACHA).

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Please tell us AT ONCE if you believe your password has been lost or stolen. Contacting us by telephone is the best way of keeping your losses down. You could lose all the money in your account. If you believe your password has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, 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 we could have stopped someone from using your Online Banking Credentials without your permission if you had told us, you could lose as much as \$500. Also, please tell us AT ONCE if your statement shows electronic fund transfers that you did not make. Telephoning is the best way of keeping your possible losses down. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement upon receipt. If you believe that your password has been lost or stolen or you find that our records and your records disagree, you must call us at 608-847-6200, ask for the Bookkeeping Department. PLEASE DO NOT NOTIFY US BY EMAIL.

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to your agreement with you, we will be liable for your losses or damages only up to the amount of the transfer. However, there are some exceptions. We will NOT be liable: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or if we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current annual percentage rate that is otherwise applicable to the account from which the funds transfer should have occurred; (iii) for any other reason stated elsewhere in the agreement. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees.

CUSTOMER LIABILITY – BUSINESS ACCOUNTS

You are responsible for maintaining the confidentiality of the passwords. You understand and agree that you are responsible for all transactions incurred using your passwords. You agree to disclose passwords only to those individuals who you have authorized to use the Online Banking account. Anyone to whom you disclose your passwords and anyone who has access to your passwords will have full access to the services you can perform on Online Banking, including full access to your Accounts. The person's authority will be limited only to the extent that the password was established with limitations on the functions that could be performed using that password. We are entitled to presume that all communications containing proper passwords are authorized by you and to act upon those communications, and you will be bound by any transaction performed by any person using that password. You assume full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Online Banking or disclosure of any confidential information or instructions of yours by your employees, agents or other third parties that gain access to your passwords.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (PERSONAL ACCOUNTS)

Telephone us at 608-847-6200, ask for the Bookkeeping Department, or write us at: Bank of Mauston, PO Box 226, Mauston WI 53948-0226, attention: Bookkeeping Department, 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. 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 verbally, 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 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.

For errors involving new accounts (accounts open less than 30 days), Point of Sale transactions or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For these types of transactions, we may take up to 20 business day to credit your account for the amount you think is in error. We will give you the results within three business days after completing our investigation. If we decide that there was no error, we will provide you a written explanation. You may ask for copies of the documents that we used in our investigation.

ONLINE NOTIFICATIONS DELIVERY (E-DELIVERY)

With online notifications, you will receive email notifications when your statement and other notices are available in your online banking account. You must login to your online banking account to access, save and print notices and statements as needed.

E-Delivery Requirements

To receive electronic notifications, you must have:

- Working connection to the internet (data fees may apply if accessing from a cellular device)
- A valid e-mail address; you are required to keep your email address current in the Bank of Mauston's internet banking site under the Profile Preferences tab
- The ability to open Portable Document Format (.PDF) files
- You must be enrolled in Online Banking

Adding and Removing Accounts from E-Delivery

You can add or remove accounts from receiving your notices electronically by logging into your online banking account and changing those options in the Account Management section.

Signing up for electronic notification automatically discontinues paper notifications and statements for the accounts selected. You may switch back to paper notifications and statements via your online banking profile. If you no longer have internet availability notify the Bookkeeping Department at the Bank of Mauston at 608-847-6200. Please note that accounts set up for e-delivery of notifications and statements as part of the account requirements may be subject to a paper handling fee.

Request for Paper Copies

Requests for paper copies of your statements/notices will be subject to the banks \$3.00 per statement copy fee. You may request paper copies by calling 608 847-6200 and asking for Bookkeeping Department or via a message sent from your online banking account.

Mobile Deposits

This service allows you to deposit checks into eligible Bank of Mauston accounts from a remote location by scanning the items with a compatible mobile device which then delivers the images and associated deposit information to the Bank electronically.

There is no fee to use the Mobile Deposit service from Bank of Mauston. However, if any items you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to

the account the check was originally deposited into along with a returned mobile deposit fee of \$10.00. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment.

Wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at Bank of Mauston, including but not limited to account services and collection purposes.

Endorsements: Only checks made payable to you and endorsed by you may be deposited using Bank of Mauston's Mobile Deposit service. In order for an item to be processed for deposit, it must be restrictively endorsed in the proper location on the back with the following words: **For Mobile Deposit Only – Bank of Mauston** and then you must sign below that with your signature.

The Bank reserves the right to reject all items that are not endorsed as specified. The Bank strongly encourages you to set up Mobile Deposit Alerts in online banking for information regarding the processing of your mobile deposits

Eligible Mobile Deposit Items: You agree to capture an image and deposit only checks that meet Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted shall be deemed an 'item' within the meaning article 4 of the Uniform Commercial Code. All checks must contain a bank routing number, account number, and check number in order to be processed. Each deposit will consist of only one check.

Ineligible Mobile Deposit Items: You agree that you will **NOT** use the Mobile Deposit Service to capture an image and deposit any checks or other items as shown below:

- Checks or items drawn on a financial institution located outside of the United States.
- Checks or items not payable in United States Currency.
- Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Remotely created checks, as defined in Reg CC.
- Checks or items dated more than 6 months (stale date) prior to date of deposit.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Checks or items payable to any person or entity other than you (third party checks).
- Checks or items prohibited or otherwise not acceptable under the terms of your Bank of Mauston account.
- Checks issued to multiple parties (ex. insurance checks)
- Postal Money Orders, Starter Checks, Savings Bonds
- Checks from a closed account.

Image Quality: Items transmitted to the Bank via Mobile Capture must be legible, and must comply with requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. If we determine, in our sole discretion, that any image quality does not comply with the requirements set forth above, then we may choose to reject the item.

Limitations of Service: When using this service, you may experience technical or other difficulties. Bank of Mauston will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue this service immediately and at any time without prior notice to you. Bank of Mauston reserves the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services, and to modify such limits from time to time. We shall not be responsible for your act or omissions (including without limitation the amount, accuracy, timeliness of transmittal, or authorization of any deposit received from you) or those of any other person, including, without limitation, any Federal Reserve Bank, or transmission or communications facility, and no such person shall be deemed our agent. In the performance of this agreement, we shall be entitled to

rely solely on the information, representations, and warranties provided by you and the use of our Service, and shall not be responsible for the accuracy or completeness thereof.

Receipt of Items: The Bank reserves the right to reject any item transmitted through this service, at our discretion without liability to you. We are not liable for items we do not receive or for images that are not transmitted completely.

Disposal of items: You must securely store the original check until you see it deposited into your account and for 10 days after it has been submitted. After the retention period, you must write 'VOID' across the front of the check in black or blue ink and may destroy it by cross-cut shredding or another commercially acceptable means of destruction. You agree this item will never be re-presented. You must promptly comply if the Bank contacts you within 10 days of submitting the check to provide any retained item for aid in the clearing and collection process.

Availability of Mobile Deposited Funds: You agree that items transmitted using Bank of Mauston's Mobile Deposit Service are not subject to the funds availability requirements of Regulation CC. Funds deposited using the Mobile Deposit Service normally are available within 1 business day after receipt of the image of the item. Items must be deposited by **2:30** pm CST to be considered for next day availability. The bank may make funds available sooner or later at its sole discretion.

Security Requirements: To prevent unauthorized usage of this Service, you agree to ensure the security of the personal mobile device you use to access the Mobile Deposit Service. **YOU UNDERSTAND AND AGREE THAT YOU WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER YOUR ONLINE CREDENTIALS NEEDED TO ACCESS MOBILE DEPOSITS AND YOU ARE RESPONSIBLE FOR ANY LOSS OF FUNDS DETERMINED TO BE CAUSED BY FRAUDULENT USE OF YOUR CREDENTIALS TO GAIN UNAUTHORIZED ACCESS TO THE BANK'S MOBILE DEPOSIT SERVICE.**

Mobile Deposit Errors or Discrepancies

You agree to notify the Bank of any suspected errors regarding items deposited through the Mobile Deposit as soon as possible if you believe your statement is incorrect or if you need more information about a transaction listed on your account. If you fail to notify the Bank within 60 days from the date your statement was sent, you may not be compensated for any losses.

Overdrafts

When you make transfers from the Bank's online banking service, you are requesting we deduct funds from one or more of your Bank accounts. If we are unable to approve the transaction, (for example, if you do not have sufficient funds in the account to cover your withdrawal request) the transaction may not be completed. If the transaction is completed and your account becomes overdrawn, you agree that:

1. You will reimburse the Bank for the amount of the withdrawal
2. You will reimburse the Bank for any fees imposed as a result of the overdraft
3. You will reimburse the Bank for any fees we may incur collecting the amount of the overdraft
4. We are authorized to report the facts concerning the overdraft to credit reporting agencies, AND
5. We may revoke your online banking access and/or close your account

Liability

If we do not complete a transfer to or from your account that was generated from your Bank of Mauston' online banking account according to this agreement, subject to the limitations of this agreement, we will be liable for your losses or damages caused as a result of our actions. Exceptions to this liability include, but are not limited to:

1. Through no fault of ours, you do not have enough money in your account to make the transfer
2. If the transfer would go over the credit limit on your Line of Credit
3. If circumstances beyond our control (such as, but not limited to fire, flood, electronic or computer system failure) prevent the transfer despite reasonable precautions we have taken to avoid the situations
4. If the online banking system was not functioning properly and you were informed of this before attempting to make the transfer
5. You have not followed the instructions for using online banking
6. An error or failure resulted from a malfunction of your browser, Mobile App, ISP or computer

7. A computer virus or other issues related to the electronic equipment you use to access online banking, including your inability to access online banking

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 WILL BE TO CORRECT THE ERROR, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS IN CONNECTION WITH OR IN ANY WAY RELATED TO ONLINE BANKING WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WE KNOW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES. IN ADDITION, UNLESS OTHERWISE REQUIRED BY LAW, WE WILL ONLY BE RESPONSIBLE FOR PERFORMING ONLINE BANKING SERVICES AS EXPRESSLY STATED IN THIS AGREEMENT, AND ONLY LIABLE FOR LOSSES INCURRED BY YOU TO THE EXTENT SUCH LOSSES DIRECTLY RESULT FROM OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN PERFORMING THESE SERVICES.

Indemnification

Except to the extent that we are liable under the terms of this agreement or any other agreement that governs your accounts that are linked to the Bank of Mauston's online banking service, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from any and all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with your use of the Bank of Mauston's online banking service including attorney fees and litigation expenses. This includes loss or expense from your breach of any of the representations or warranties you made pursuant to this agreement and any claim pertaining to any warranty or indemnity we make with respect to items under Check 21 Regulation CC, or any other laws, regulations, industry standards and clearing house rules applicable to items.

Termination of Online Banking Services

The Bank may terminate the online banking service in whole or in part, at any time, without prior notice. The Bank reserves the right to limit or revoke your access to all or some of your Online Banking services at any time. We reserve the right to block your access to the online banking service if we reasonably believe your username and/or passwords have been obtained, are being used, or may be used by unauthorized users. You agree that the Bank may terminate or limit access to any or all of the online banking services for any reason, including but not limited to:

1. Insufficient funds in your Bank accounts. Reinstatement into the online banking program may be granted, at the bank's discretion, when sufficient funds are available to cover any fees and pending debits and transfers.
2. You choose to discontinue your online banking account by notifying the Bank at anytime
3. Upon reasonable notice, for any reason at our sole discretion.

**** Termination of your Online Banking will automatically terminate any pending transfers.****

Unlawful or Prohibited Use:

You warrant to us that you will not use this service for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and represent that you will not use this service in any manner that could damage, disable, overburden or impair the service or interfere with any other party's use of the service.

AMENDMENTS

The most current version of this Agreement as it appears on our Online Banking website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces any other Online Banking Agreement. We have the right to change this agreement, including the fees and charges applicable to this service at any time, which changes may include the addition of new charges or terms. If we make changes, you will be notified as required by applicable law.