

**BANK OF MAUSTON**  
**Personal and Business Online Banking Agreement**

**Coverage.** This Agreement applies to your use of the Bank of Mauston's Business and Personal Online Banking which permits you to access accounts with us via the Internet for services selected by you and agreed upon by us. 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.

**Your Responsibility** - You are responsible for all computer hardware, software and ISP (Internet Service Provider) services required to access your online banking account. 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. You are also responsible to implement and maintain security measures, including firewall and antivirus protection. We have no responsibility or liability for any loss you may incur if any of the above are not implemented.

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.

Accounts - You are required to have at least one account at the Bank and a valid email address to qualify for online banking. It is your responsibility to inform the bank in the event that your email address changes.

You can sign up for online banking using Bank of Mauston's online application. Once your application is received by the Bank, we will call to verify your information. BOM personal accounts can only be accessed online by those that have ownership or fiduciary rights. 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. The types of accounts accessible from online banking include: checking, savings, money market, Certificate of Deposit (CDS), Individual Retirement Accounts (IRA) s and loan accounts.

#### Security

To access the Bank's online banking you will be required to create a username and password. You will be required to select a complex password which will require the following: at least 8 characters, mixed case (there must be at least one capital and one lowercase letter used) and alphanumeric (you must use at least one number and one letter). The password you select should not be associated with any commonly known personal identification such as Social Security numbers, address, date of birth, or children's names. Your username and password is 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 username and password, or any other methods of accessing your account, confidential and not record it our otherwise disclose or make it available to anyone other than authorized users of your online banking account in order to prevent unauthorized use of your accounts or online banking account. 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.

Six failed logon attempts will result in your account being locked out, and you must contact the Bank to have your password reset. In addition to a username and password, you will be required to setup five security questions. The Bank recommends answering at least one question with a false answer. This is a fraud deterrent if an unauthorized person attempts to gain access to your online banking account. If you suspect someone has or may access the Bank of Mauston's online banking system using your username or password, you agree to notify the Bank of Mauston immediately by calling the Bank during normal business hours at 608-847-6200. You agree to contact the Bank immediately during normal business hours if you believe unauthorized transactions have been made on your Bank accounts.

#### 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 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, 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 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. 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. (NOTE - if you elect to use the Bank of Mauston's Bill Pay service or External Transfers, the cutoff time for that service is 3:00 PM which is detailed in the Bill Pay Disclosure and External Transfer Disclosure.)

#### Other Agreements

You also have the ability to sign up for e-statement delivery via your online banking account. This sign-up is subject to an additional agreement disclosure. In addition, the Bank offers Bill Pay services that are accessible from their online banking website. If you are approved by the Bank for that service, that will require another Agreement between you and the Bank.

#### 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.

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.

#### 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.

#### 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

#### Limitations on Transfers (Savings & Money Market Deposit Accounts).

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 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.)

#### Statements

Your online banking transfers will appear on your periodic statement(s).

#### 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. An annual disclosure of Privacy statement is sent at account opening and annually thereafter.

#### Customer Liability – Personal Accts

Tell us AT ONCE if you believe your username and/or password has been lost, stolen or in some way was made available to an unauthorized person(s) or entity. Telephoning the Bank is the best way of keeping your possible losses down, which could be the loss of all the money in your accounts. If you tell us within 2 business days after you learn of the loss, you can lose no more than \$50.00 if your username and password were used without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your username and/or password, and we can prove that we could have stopped someone from using your username and/or password without your permission had you told us, your loss could be as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was sent 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 had you told us in time.

#### 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.

#### Contact Information in the Event of Unauthorized Access

Contact the Bank during normal business hours at 608-847-6200 if you believe your Online Banking username and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission.

#### Our Liability for failing to make transfers

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. However, there are some exceptions. We will NOT be liable for any of the following instances:

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. Your operating system is not functioning properly or an error or failure resulted from a malfunction of your browser, 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.

#### 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 the Online Banking service at any time. In order to maintain secure communication and reduce fraud, you agree to protect the security of your username, password and any other means of identification (including, but not limited to, account numbers and security questions). 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 may 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.

#### Error Resolution for Personal Accounts Only

If you need more information regarding transfers performed from your personal online account, or if you believe your statement contains an error, contact the Bank by telephone at 608-847-6200 during normal business hours or write us at Attention: Bookkeeping Dept., Bank of Mauston, PO Box 226, Mauston WI 53948. You MUST contact us no later than 60 days after we sent you the FIRST statement on which the problem or error occurred. In addition, please inform us of:

1. Your name and account number you're referring to;
2. A description of the error or the transfer you are unsure about, and explaining as clearly as you can why you believe there is an error or why you need more information;
3. The dollar amount of the suspected error

If you notify us orally, we may request a written complaint or question be sent to the Bank within 10 business days. We will determine if an error has occurred within 10 business days of hearing from you, and will correct an error promptly. However, it may take up to 45 days to investigate your complaint or question. If more time is needed to investigate, we will credit your account within 10 business days for the amount you think is in error, so you will have use of that money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within 10 business days, we may not credit your account. Errors involving new accounts (accounts open less than 30 days), Point of Sale transactions or foreign-initiated transactions may take up to 90 days for us to investigate; therefore we may take up to 20 business days to credit your account for the amount you think is in error. We will give you the results within 3 business days of completing our investigation. If we determine there was no error, we will send you a written explanation, and you may ask for copies of the documents we used in our investigation.