

Denmark State Bank
Terms and Conditions for Business Online Banking
Important Information to Read Before you Enroll in Online Banking

ESIGN

This Online Banking Agreement (the "Agreement") covers the terms and conditions of the online cash management services (collectively the "Services," individually a "Service") that Denmark State Bank is providing to you. Some of the capitalized terms used in this Agreement are defined in the **Glossary** that is found later in this Agreement. The words "we," "our," "us" and the "Bank" refer to Denmark State Bank. When we use the term "you" or "your" we are referring to each of the entities which you have identified to us when you subscribed for the Services. Your use of the Services with any device, including but not limited to cell phones, tablets, computers, or related devices, is covered by the terms and conditions in this Agreement.

By enrolling in Business Online Banking, you acknowledge and agree to the following:

- **Receiving Electronic Banking Disclosures** You agree to receive this Agreement electronically. You also agree to receive all updates to this Agreement and disclosures, notices and other communications regarding the Services electronically. If you change your e-mail address, please sign on to Services and update your e-mail so that we can alert you to any such updates. You can request free paper copies of any of these documents by calling 920-863-2161 or by using our Contact Us form at <https://www.denmarkstate.com/contact-us/>
- **System Requirements** For you to use the Services, you must have a computer with access to the Internet that meets the system requirements. You are responsible for the purchase, installation, maintenance, upgrades, security of the software, security of the hardware, and any passwords. You agree to use a reputable anti-virus and anti-spyware software program on your computer and update such software on a regular basis. We are not responsible for any errors or issues that arise from the malfunction or failure of either the hardware or the software. To print this Agreement and/or your account information you must have access to a printer.
 - You represent that the computer and Internet browser you intend to use meet our minimum requirements. You will need to use a browser with a minimum 800x600 screen resolution for optimal results. The Services may not produce desired results using other browser versions.
 - Your consent to the Services is valid for as long as you remain a subscriber to the Services.
 - You agree that we may deliver our privacy notices and opt-out notices to you by making them available on our web site.
 - You have the right to withdraw from this service at any time. To withdraw from the Services and any associated terms you must contact us at 920-863-2161.
 - You assume responsibility for keeping your contact information up to date. If you change any of this information, you must update it on the Services or contact us at 920-863-2161.
 - Notifications and other correspondence will be sent to your e-mail address on record. You assume responsibility for providing a valid e-mail address and retrieving messages from your e-mail account.
 - We will keep you informed of any hardware or software changes that may affect how we store or use your personal information. In addition, we will notify you, via e-mail, of any changes that affect our privacy policy or security policies. You have the right to terminate the Services at any time if you do not agree with any stated policies or procedures.
- **eStatement** You may enroll in our Electronic Bank Statement Delivery Service by agreeing to receive eStatements (statements via email) at the time you enroll in the Services. Alternatively, you may apply either in person or online by consenting to the Electronic Bank Statement Delivery Service Consent and Agreement. By signing up to receive eStatements, you agree to be bound by the terms and conditions of our Electronic Bank Statement Delivery Service Consent and Agreement, as provided in Schedule A of this Agreement.

INTRODUCTION

This Agreement covers the terms and conditions of the Services that we are providing to you. These terms and conditions are intended to supplement and not to replace other agreements between you and us relating to your Accounts, including, without limitation, our Deposit Account Rules and Funds Availability Policies. In the event of inconsistency or conflict between this Agreement and any other agreement, schedule or disclosure related to your Accounts, the other agreement, schedule or disclosure shall govern.

The Services are summarized below and are more fully described in the product descriptions you have previously received or have received with this Agreement. When we refer to "this Agreement" we are also referring to the product descriptions we have provided to you, as we may modify the same from time to time.

If you have any questions about the Services we offer, or about this Agreement, please contact your account representative.

By consenting to this Agreement, either by clicking "I Agree" at the bottom of this Agreement or by signing the Subscription form you received with this Agreement, you agree to the terms and conditions contained in this Agreement. If you want to use a particular Service and we approve your request to use the Service, you and we will jointly complete the forms we prescribe to initiate the Service. When we have done so and we have received any other necessary forms and any testing is completed, you may begin using the Service. The terms and conditions in this Agreement will govern your use of the Service.

We may change the terms, conditions and/or procedures that govern the Services or add new terms, conditions and/or procedures by giving you written notice thereof. Your use of the Services after you receive the change notice will constitute your acceptance of and agreement to the changes.

We may discontinue providing you with any or all the Services at any time and for any reason. We will notify you if we elect to discontinue your access to a Service. Similarly, you are not obligated to use the Services, and may cancel any or all the Services at any time and for any reason by notifying us of your decision.

We will charge such monthly, transaction and other fees for the right to use the various Services as may apply from time to time. Our fees and charges may be changed by us at any time. We will inform you of the fees and charges that apply to the Services you use upon request.

CASH MANAGEMENT SERVICES

We offer certain Services, generally involving either the transfer or disbursement of funds from your Account(s) or reporting of activity in your Account(s). Disbursement services would include automated clearinghouse services and wire transfer services.

We may provide you with access to the Services in a variety of ways, including over the Internet, by telephone or fax or through the mail. Generally, access will only be available through the use of Codes. In those cases, you will be responsible for managing access to the Codes and their use.

Your subscription to one or more Services is only for your use in your business. Unless specifically agreed to by us, you may not use the Services for personal, family or household purposes. You may not give anyone else access to the Services or resell the Services.

You are responsible for selecting the method by which you access the Services. We will not provide Internet access, or any recommendation for Internet access or related services. You are responsible for any defect, malfunction or interruption in service or security due to your Internet communications software or any service provider you choose to use. The computer and Internet browser you intend to use must meet our minimum requirements.

GENERAL TERMS AND CONDITIONS

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 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; to other companies affiliated with us; to others with your consent; whenever required by law; and to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

APPOINTMENT AS AGENTS

By subscribing to the Services, you authorize us to take any and all actions necessary to provide the Services, including making transfers to and from Accounts. You further authorize us, and appoint us and our officers and employees as your agents, to give such instructions to others, accept instructions from others, and to affect all transactions as necessary to provide the Services.

BALANCING AND CONTROLS

On a daily basis, you must review all input and output, controls, reports, and documentation, to ensure the accuracy of data we process. On a daily basis you must also check your transfer list to verify that all file maintenance entries and all transactions were correctly entered. You are responsible for initiating timely remedial action to correct any improperly processed data which these reviews would disclose.

BUSINESS DAYS

The Services are available 24 hours a day, seven (7) days a week, except during special maintenance periods, which generally are scheduled between 11:00 pm Central Time ("CT") Sunday night and 4:00 am CT Monday morning. For purposes of transactions, our Business Days are Monday through Friday, except Federal holidays. All transaction requests through the Services received after 6:00 pm CT on Business Days, and all transactions which are requested on Saturdays, Sundays or holidays on which the bank and/or the Federal Reserve are closed for processing, will be processed on the next Business Day. Our Business Day begins at 8:00 am CT.

ELECTRONIC MAIL

If you send us an electronic mail message, we will be deemed to have received it on the following Business Day. We will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with us immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur). You agree that we may respond to you by electronic mail regarding any matter related to the Services, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the Services within that time frame.

FINANCIAL INFORMATION

You are required to provide us with such financial and other information as we may request from time to time.

FORCE MAJEURE

We are not responsible if our performance of any Service is delayed or prevented by causes not within our reasonable control, such as, for example, equipment failure; interruptions in or unavailability of communications resources; acts or omissions of third parties; natural disasters; labor disputes; acts of government authorities; or, without limiting the foregoing, any other cause we are unable to prevent using reasonable means, whether of the class of causes listed here or not.

GOVERNING LAW AND RULES

The laws of the state of Wisconsin govern our agreements and the Services. The Services are also subject to applicable federal rules established by Federal Agencies. Automated clearinghouse services are also subject to the ACH Rules. If you subscribe for wire transfer service, that Service is also subject to Reg J if all or any part of the funds transfer is made through the automated payments network operated by the Federal Reserve System called Fedwire.

LEGAL COMPLIANCE

You are responsible for meeting all regulatory requirements applicable to your business. You specifically acknowledge that you will not originate any transaction that does not comply with the laws of the United States. This prohibition includes, but is not limited to, the OFAC laws and regulations.

You are responsible for determining that any forms which are used with your customers, and all records you retain, comply with all applicable laws. If you need information from us in order to comply, we will use reasonable efforts to provide the information promptly upon your request.

The records maintained and produced in connection with the Services will be available for examination and audit by government agencies having jurisdiction over your business, who will have the right to ask for and to receive directly from us any reports, summaries, or information contained in or derived from data in our possession related to you. We will notify you as soon as possible of any request by a government agency to examine your records, if we are permitted to make such a disclosure to you. You agree that we are authorized to provide all information when requested by a government agency.

NO COMMITMENT TO LEND

You understand and agree that we are under no obligation to extend credit, provisional or otherwise, to you because of your subscribing for any of the Services. Any past extension of credit to you, or any series or pattern of such extensions, does not obligate us to make additional credit available to you on any occasion.

NOTIFICATION

Once your funds have been transferred, time is of the essence if they must be recovered. Therefore, you agree to regularly review your account activity and all notices received from us as quickly as possible and as an activity having an urgent priority, to determine if any payment order or transfer of funds was unauthorized or executed erroneously, such as (by way of example and not limitation) an unauthorized payment order, a payment to a beneficiary not intended by you, a payment in an amount greater than the amount intended by you, or a payment order duplicative of a payment order previously sent by you. You agree to notify us of any such occurrence, along with all relevant facts, immediately when you discover that the payment order was accepted by us or that an Account was debited with respect thereto, or if you believe or suspect that any of your Codes, information or instructions are known to or have been accessed by an unauthorized person(s). YOU MUST CALL US IMMEDIATELY AT 920-863-2161. We are not responsible for any loss resulting from an error or unauthorized transfer of funds that would otherwise be our responsibility if you do not promptly review the notice provided by us or do not immediately notify us upon discovery that an error or unauthorized transfer of funds occurred, and you will be liable to us for any loss we incur as a result thereof, except and only to the extent otherwise mandated by law in a particular case. The provisions hereof apply equally to amendments to payment orders.

OWNERSHIP OF DATA

You are the owner of your data that is supplied to us for processing in connection with Services. You have no rights in any of the systems we use to deliver the Services to you. You are responsible for maintaining your own copies of all data that is supplied to us, it being understood that we may dispose of all data in our possession at any time.

PASSWORDS AND ACCESS CODES; UNAUTHORIZED ACCESS

For certain Services you will be required to use Codes. You have sole responsibility for establishing and maintaining procedures to adequately safeguard against the unauthorized initiation of transfers using the Codes.

You must appoint an Administrator. The Administrator is our main contact with respect to the Services and is responsible for managing all aspects of your use of the Services, including but not limited to managing security, verifying the initial services set-up, training users, updating us with changes in contact and other relevant information, and requesting any desired changes to the Services. With our consent, you may also authorize users to have varying degrees of access to the Services. You are responsible for notifying us if a user's access needs to be removed or changed.

You are required to use the Codes every time you access certain Services. We may require you to change the Codes periodically. It is your responsibility to maintain the confidentiality of the Codes and to maintain and delete Codes for each individual user. You agree to accept full responsibility over the control of the Codes. You must immediately notify us if you believe or suspect that any security information or instructions are known to or have been accessed by an unauthorized person(s).

PERFORMANCE

We will perform the Services in a commercially reasonable manner, which is similar to the services provided to our other customers, with no other or higher degree of care. Except as otherwise described in this Agreement, we are not assuming any other obligation as to performance or quality of the Services provided.

We will process items, transactions and data and perform Services based on the information furnished by you. We are entitled to rely upon any information or instructions provided by you. If any error occurs, you are responsible for discovering and reporting the error and supplying the data necessary to correct the error to us for processing at the earliest possible time. You will indemnify and hold us harmless from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorneys' fees and payments pursuant to settlements, arising out of, resulting from, or relating to (i) the data, information or instructions provided by you or any inaccuracy or inadequacy therein, (ii) any breach or failure to comply with this Agreement by you, and (iii) any act or omission by you or any of your employees or agents that results, directly or indirectly, in the transfer of funds to any person, real or fictitious, not entitled to such funds or that result in an inaccurate, incorrect, untimely, improper or failed automatic clearinghouse fund transfer. You assume all risk of loss, delay and miscommunication in the transmission of data unless the same is caused by the gross negligence or willful failure on our part to comply with our obligations in providing the Services.

If you are aware of a defect in a Service, you are responsible for making appropriate internal or procedural adjustments until we correct the defect. We will provide reasonable assistance to you at no charge. We will also make every commercially reasonable effort to correct any known material defect.

REMEDIES UPON DEFAULT; LIMITATION OF LIABILITIES

If you default, we may declare all amounts you owe us to be immediately due and payable. We may bring a Claim for or otherwise obtain payment from you of any fees or other sums due us, and may debit an Account to do so. We may also recover any damages to our equipment or systems caused by your actions or failures to act.

If we are in default and we do not cure the default within ten days, you may bring a Claim for damages directly and solely caused by our default. Our liability shall in no event exceed an amount equal to the fees paid by you for Services during the three months immediately preceding the default, except to the extent such limitation is expressly unenforceable by law in a particular case. In addition, except to the extent otherwise mandated by law, our sole responsibility for an error by us or our third-party provider will be to correct the error.

Either party may also seek equitable remedies, including, without limitation, specific performance and injunctive relief.

The parties agree that these damage provisions are reasonable considering all present predictable circumstances (including anticipated damages), in that the fees to be charged by us for the Services are not sufficient for us to assume greater liability.

WE WILL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOST PROFITS, OR PENALTIES OR LATE CHARGES, OR FOR REIMBURSEMENT OF THIRD PARTY CLAIMS, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES. YOU HEREBY WAIVE ALL SUCH DAMAGES AND AGREE THAT THE REMEDIES PROVIDED IN THIS AGREEMENT WILL BE YOUR SOLE AND EXCLUSIVE REMEDIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NO ACTION MAY BE BROUGHT BY YOU AFTER ONE (1) YEAR FROM THE DATE OF THE OCCURRENCE GIVING RISE TO THE CLAIM.

SECURITY

You understand that, while we and our service providers have established security procedures designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You acknowledge that access to the Services will not be free from delays, malfunctions or other inconveniences, and we are not responsible for the consequences thereof. You assume full responsibility for all transfers of funds made by us in accordance with this Agreement and at the request of an Authorized Representative or anyone who purports to be an Authorized Representative, as well as all transfers of funds that benefit you whether or not authorized. Except and only to the extent required by law in a particular case, we will have no responsibility for, and you assume full responsibility for, any Unauthorized Transfer regardless of the source or cause thereof. You hereby agree to the security procedure described in the following section titled "Security Procedure" and acknowledge that this security procedure is a commercially reasonable method of providing security against unauthorized payment instructions. You acknowledge that such security procedure is not for the detection of errors. You will be bound by any instruction for the transfer of funds that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Without limiting the generality of the previous sentence, you are responsible for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means, such as (by way of example and not limitation) phishing, pharming, keylogging or other fraudulent activity enabled by malware. If we do bear responsibility, it will extend only to losses caused solely and directly by us, and our liability will in any event be limited as provided in the paragraph above captioned REMEDIES UPON DEFAULT; LIMITATION OF LIABILITIES.

SECURITY PROCEDURE

To help protect our customers from security threats, we utilize the approach described below, which you hereby agree to. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error.

- For business conducted online, we will do the following: identification of customers when logging on will consist of multi-factor authentication that utilizes a password. The website URL address bar will turn green to confirm you are on a valid website. We reserve the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.

- For business not conducted online, we will do the following: Require a communication in the format specified by us to initiate the transaction. For certain transactions, we will perform a customer call back for verification and authorization.
- You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for your business. These would normally include such things as a firewall to prevent unauthorized access to your network; updated anti-virus and anti-spyware protection; and operating system patches when they are available.
- You agree to use standard safety precautions, including use of an arbitrary mix of letters and numbers for passwords; changing your passwords regularly; keeping your passwords and PINs private; and checking your statements and reviewing your banking transactions promptly, thoroughly and regularly.
- You must report errors or problems immediately to us. Should you receive a suspicious email or telephone request for information that purports to be from us, you must notify us immediately. In any such case, notify your banker or call us at 920-863-2161.

TERMINATION

We may at any time, without prior notice to you, modify, suspend or terminate your privilege of using the Services and/or withhold approval of any transaction. In the event we do any of the foregoing, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any Administrator may terminate the Services on your behalf. Such termination shall not affect the rights and obligations of either of us for transactions made with the Services before we have had a reasonable time to respond to your termination request.

You may cancel your Services by calling us at 920-863-2161, by writing us at Denmark State Bank, 103 E. Main St., P.O. Box 130, Denmark, WI 54208 or by sending an e-mail message to info@denmarkstate.com. If you call or e-mail, we may also require you to confirm your request in writing. Since Service cancellation requests can take up to ten (10) days to process, you should cancel all transfer orders in addition to notifying us of your desire to terminate the Service. We will not be liable for transfers not cancelled or transfers made due to the lack of proper notification by you of service termination or discontinuance for any reason. If you fail to stop scheduled transfers before your access to the Services has been terminated, transfers may continue to process until you request to have them stopped.

We may convert your account to inactive status if you do not sign on to the Services or have any transaction scheduled through the Services during any consecutive sixty (60) day period. If your account is considered inactive, you must contact us to have the Services activated before you will be able to schedule any transaction through the Services.

THIRD PARTIES

You understand that support and services relating to the Services are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

TRANSPORTATION AND/OR TRANSMISSION OF DATA

The responsibility and expense for transportation and/or transmission of and risk of loss of data and media to and from our data center shall be borne by you. We will notify you of the time by which your data and/or media must be delivered to us for processing.

USE OF THE SERVICES

You must use the Services in accordance with such policies as we may establish from time to time and communicate to you. You agree and represent that the individual consenting to this Agreement is specifically authorized by your company to execute agreements of this nature. If you are a financial institution, you represent that your performance in connection with the Services will not affect your safety or soundness or that of any of your affiliates. You also represent that the obligations evidenced by this Agreement will be properly reflected on your books and records and you will provide us with evidence of that fact upon our request.

WARRANTIES

We represent and warrant that:

- Our computer systems (hardware and software) can perform the Services. The software we use to provide the Services will operate substantially in accordance with its specifications and documentation.
- The Services we provide to you will substantially conform to the descriptions contained in the product descriptions provided to you with this Agreement, as we may modify the same from time to time.

- We have the legal right to provide the Services, using all computer systems required for that purpose.

WE DISCLAIM ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SERVICE TERMS

The following terms and conditions apply to specific Services. These provisions include any descriptions of the services contained in the product descriptions we made available to you with this Agreement, as we may modify the same from time to time.

SWEEP ACCOUNTS

If you have established a line of credit with us, it is evidenced by loan documents. You authorize us to make transfers to and from an Account (the "Sweep Account") to be used to make draws on and payments on the line of credit. Interest earned on the deposits in the Sweep Account may not be the best or optimum investment for your excess cash, and may not be the highest rate of interest available through or offered by us.

WIRE TRANSFERS

This Service allows you to direct us to transfer funds from an Account. We may transfer funds by using any commercially reasonable funds transfer system, and the transfer may be made in whole or in part through Fedwire or any other settlement funds transfer system chosen by us, in our sole discretion. You authorize us to record electronically all oral payment orders and confirmations.

For each payment order you must provide us with a number identifying where the funds should be transferred. We will pay payment orders based upon that identifying number even if it identifies a person or bank different from the person or bank named in the payment order. You are solely responsible for any such discrepancy. Payment orders may be transmitted to us during that part of any Business Day when we are open for the receipt, processing and transmittal of payment orders and cancellations and amendments of payment orders. You agree to not issue a payment order that instructs us to execute the order on a Business Day that is later than the Business Day on which we receive the order. We may execute any payment order on the Business Day of its receipt even though it specifies a later execution date, unless we agree to follow such instructions.

We may decline to execute a payment order for any reason. Our rejection of a payment order is effective when given if we give you the notice of rejection by the same means you gave us the payment order or by any other means that is reasonable under the circumstances.

If a payment order creates an overdraft in an Account, you agree to pay us on demand an amount equal to the overdraft together with our normal charges for overdrafts and costs of collection, including reasonable attorney's fees. If more than one payment order is made at or about the same time, and available funds on deposit in the Account do not cover all the payment orders, we may, at our option, execute as many payment orders as possible within the dollar limits of the available funds in any order we determine.

Generally, wire transfers are processed immediately upon receipt. With immediate notification, we will attempt to cancel or amend the order if the order is received by us in a manner affording us a reasonable opportunity to act on it before execution of the order. If a security procedure was used with respect to the order, a communication is not effective to cancel or amend the order unless the security procedure is also used with respect to the cancellation or amendment, unless we agree to the cancellation or amendment anyway. The effect of cancellation of a payment order is to treat the order as if you never issued it. The effect of an amendment of a payment order is to treat the order as originally having been issued in the amended form. If we accept the cancellation or amendment, you will hold us harmless from and indemnify us against any and all losses and expenses, including reasonable attorney's fees, which we incur or suffer because of the cancellation or amendment or attempted cancellation or amendment.

For payment orders that are not transmitted to us online (for example, that are called in by phone), you agree that the authenticity of such payment orders may be verified under our standard callback procedure as described to you. You agree that our standard callback procedure is a commercially reasonable method of providing security against unauthorized payment orders (other than those transmitted to us online). We will not use a callback procedure to verify payment orders transmitted to us online.

We may establish cut-off times on a Business Day for the receipt and processing of payment orders, cancellations or amendments. Any payment orders or communication canceling or amending a payment order received after the cut-off time may be treated as received at the opening of the next Business Day.

You must inform us promptly in writing whenever there are deletions from or additions to the list of Authorized Representative or Account. Until we receive a new designation changing an Authorized Representative or Account, we may continue to rely on the designations on file.

This Service is subject to Reg J if all or any part of the funds transfer is made through Fedwire. This Service is also subject to our Deposit Account Rules and any other agreements between us governing or referring to the Account(s) or wire transfers.

International funds transfers will be executed in U.S. dollars, or if required, in non-U.S. dollars at the exchange rate established by us or our designee at the time of the request. We will request that any intermediary institution(s) honor the stated value date, but we have no responsibility for the actual value date applied for crediting funds to the payee. In the event a transfer cannot be made for any reason, we will refund to you the proceeds, net of charges and expenses incurred by or on our behalf, in U.S. dollars.

If the original transfer was affected in non-U.S. dollars, we or our designee will set the exchange rate, at our sole discretion, upon receipt of the non-U.S. dollars. For transfers payable in actual U.S. dollars or foreign currency, we do not guarantee that our correspondents or agents can or will make payment in actual U.S. dollars or foreign currency, nor do we guarantee that there will not be a charge made by some other bank effecting any transfer initiated by us. International funds transfers are also subject to the laws and regulations of the foreign government, taxing or postal authority, or their agency in the country where funds are to be transferred.

ACH

This Service enables you to initiate automated clearinghouse debit and credit entries. This Service is subject to the ACH Rules, and is also subject to our Deposit Account Rules, our ACH Origination Agreement, and any other agreements between us governing or referring to the Account(s) or automated clearinghouse transactions.

REMOTE CAPTURE

This Service enables you to deposit checks to an Account by converting the checks to digital images and transmitting, or arranging for the transmission of, electronic files containing the check images and related data to our processing center.

To utilize this Service, you need to obtain a scanner and the necessary software, which must meet our specifications. You must also sign a Remote Deposit Capture Agreement in our standard form, which we will provide to you separately.

ONLINE BANKING

Functions To use the Service, you must have a business checking account. You may use the Service with your Eligible Accounts. Any signer, acting alone, will be authorized to access a linked account. Deposit and loan accounts may be linked for access purposes. An account that requires two signatures may be subject to certain limitations, in our sole discretion. Unless otherwise authorized by us, a personal account is not an Eligible Account and you may not transfer funds or initiate any other transaction from a personal account using the Service. Using your Codes and the Service you can utilize the following services:

- **Funds Transfers** You may use the Service to perform funds transfers from one Eligible Account to another. You may transfer from an Eligible Account to make loan payments. You may initiate advances from Eligible Loans to Eligible Accounts if the Eligible Loan allows for such advances and there is availability on such loan. You may obtain historical information regarding Eligible Loans through this Service. While this Agreement does not impose a restriction on the number of transactions from Eligible Accounts or the amounts which may be transferred, certain limits and restrictions on the frequency of transfers may be applicable with respect to the particular types of accounts. Please refer to the disclosure documents you received at the time your accounts were established for more information on limitations and restrictions applicable hereto.
- **Balance Inquiries** You may check the current balance and other account information on all your Eligible Accounts. You may also order copies of checks, place stop payments on checks, download your account information to financial management software and upload data.
- **Customer Service** You may communicate with us by using your computer to send and receive written messages electronically. Please refer to the "Contact Us" option to send us your comments, questions or concerns.
- **Bill Payment** If you use our Bill Payment feature, you may initiate bill payments as described in applicable agreements between you and us.

- **Overdrafts** When you schedule a funds transfer using the Service, 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.

New services may be introduced for the Service from time to time. We will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

GLOSSARY

- *Account* means one or more deposit accounts maintained by you with us, identified on a Service Information Sheet and used in connection with one or more Services.
- *ACH Rules* means the operating rules of the National Automated Clearing House Association and the Wisconsin Automated Clearing House Association, and our operating rules and procedures for automated clearinghouse entries, as the same now exist and as they may be amended, modified or supplemented from time to time.
- *Administrator* means the person you appoint who will be responsible for creating and maintaining user accounts for you, including assigning and revoking access privileges for users and providing new and subsequent Codes to users.
- *Authorized Representative* means your employees or agents who are authorized to provide instructions, requests and other communications to us, and to initiate transactions, that are binding on you, as identified in the Service Information Sheet.
- *Business Day* has the meaning set forth in the section titled "Business Days."
- *Business Online Banking Enrollment Form* means the form completed jointly by you and us which identifies the specific choices and designations you have made in connection with a Service.
- *Claim* means any claim, dispute or controversy arising from or relating to your use of the Services, the terms and conditions set out in this Agreement or the validity, enforceability or scope of the arbitration provision set out in our Deposit Account Rules.
- *Codes* means password, user ID, personal identification numbers and other security devices or means used by you to access certain of the Services.
- *Disclosure* means any account statement, authorization, agreement, disclosure, notice, or other information related to your Account(s) including, but not limited to, information that we are required by law to provide in writing.
- *Eligible Accounts* means (1) for online banking: business checking accounts, business savings accounts and any other accounts we may designate from time to time, in our sole discretion; (2) for online loan services: business loan accounts; and (3) for bill payment services: business checking accounts.
- *Eligible Loans* means a documented loan from us to you.
- *Federal Agency* means the Office of the Comptroller of the Currency, the Office of Thrift Supervision, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or their successors, as applicable.
- *OFAC* means the U.S. Treasury Department's Office of Foreign Asset Control and its regulations relating to economic sanctions or embargo programs or other similar restrictions.
- *Reg J* means Subpart B of Regulation J promulgated by the Federal Reserve Board.
- *Unauthorized Transfer* means a transfer that does not benefit you and that is made or initiated by a person who does not have your actual, implied, or apparent permission.

Your Business Online Banking Confirmation Code is: DSB123

Please close the PDF and enter the code in the Confirmation Code Box on the bottom of the Business Online Banking Enrollment screen. The Confirmation Code is case sensitive. Next select the "Submit" button and your enrollment will be complete.

