

## **ONLINE BANKING DISCLOSURE AND AGREEMENT**

*(We suggest you print a copy of this for your records.)*

***NOTE: You must access your online account at least once every 90 days or your login information will be automatically removed from the system for security purposes.***

This Electronic Banking Agreement for PremierBank Online Banking contains the terms and conditions governing this service. By clicking "I Agree" at the end of this document, you confirm your agreement to be bound by all terms of this agreement and acknowledge your receipt and understanding of this disclosure.

### **ABOUT THIS AGREEMENT**

This Online Banking Agreement and Disclosure ("the Agreement") governs the use of PremierBank Online Banking service ("Online Banking") offered by PremierBank ("The Bank"). Online Banking allows the Bank customers to perform a number of banking functions through the use of a personal computer and the Internet. When you use any of the Online Banking services described in this Agreement, you agree to the terms and conditions of this Agreement. Your use of the Online Banking service does not change any other agreement you may already have with us. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions which might impact the use of your account(s) with the Online Banking service.

### **USING ONLINE BANKING**

In order to use the Online Banking service, you must have at least one account with the Bank. To access your account(s) via the Internet, you must have World Wide Web access via a Secure Internet Service Provider and an Internet browser that supports 128-bit encryption. The Online Banking product is best viewed using Internet Explorer 6.0 or greater; Netscape 6.1 or greater; or if you have a Mac PC, Internet Explorer for Mac 5.2 or greater.

You will receive an Access ID and Temporary Password (also referred to as "Personal Identification Number" or "PIN") from us within 2 to 3 business days after your Online Banking Application has been processed.

You agree that we are entitled to act upon instructions received through the Online Banking service under your Password and without inquiring into the identity of the person using that Password. However, you agree that you will not, under any circumstances, disclose your Password by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your Password and Bank employees do not need and should not ask for your Password. You are liable for all transactions made by the authorized use of your Password and agree that, if you give your Password to anyone, you do so at your own risk since anyone with your Password will have access to your accounts. At any time, you may ask us to disable your Password. You can change your password at any time.

For joint accounts, each person will have a separate Access ID and Password. Each person on a joint account will be liable for all transactions that are made on that account. Each person on a

joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

### **LIMITATIONS ON TRANSFERS AND PAYMENTS**

When you request a transfer between accounts or make a payment, you authorize us to withdraw the necessary funds from your designated account. You agree that you will instruct us to make a withdrawal only when a sufficient balance is available in your account at the time of withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may either complete the transfer or payment – creating an overdraft – or refuse to complete the transfer or payment. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee.

### **TRANSFERS FROM MONEY MARKET DEPOSIT AND SAVINGS ACCOUNTS**

Federal regulation limits the number of preauthorized electronic fund transfers and telephone transfers – including transfers you request using the Online Banking service – from money market deposit and savings accounts. You are limited to six preauthorized electronic fund transfers and telephone transfers, checks and point-of-sale transactions per statement period. Each transfer or payment you request through the Online Banking service from your money market deposit or savings account is counted as one of the six limited transfers you're permitted each statement period. However, payments to your loans at the Bank are not counted toward this limit.

### **BUSINESS DAYS**

For purposes of these disclosures, our business days are Monday through Friday. The following holidays are not included as business days: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Account transfer or loan payment instructions received after 5:00 p.m. (Central Time), or on a day we are not open for business, will be processed on the following business day.

### **FEES AND CHARGES**

There are no fees or charges for using the Online Banking service. However, depending on how you use the Online Banking service, you may incur other fees and charges including, but not limited to, normal account fees and service charges, any Internet service provider fees, and telephone charges.

### **PRIVACY POLICY**

PremierBank's Privacy Policy is available online.

## ELECTRONIC FUND TRANSFERS

### Transfers Types and Limitations

1. **Account access.** You may use your credentials to:
  - a. Transfer funds from checking to savings
  - b. Transfer funds from savings to checking
  - c. Make payments from checking to loan accounts (some restrictions may apply)
  - d. Make payments from savings accounts to loan accounts (some restrictions may apply)
  - e. Get checking account(s) information
  - f. Get savings account(s) information
  - g. Make payments to third parties from checking
  - h. Get information on any account with us

Some of these services may not be available at all terminals.

2. **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
  - a. Pay for purchases.
  - b. Pay bills.
3. **Limitations on dollar amounts of transfers**
  - a. You may withdraw up to \$200 from our terminals each day using your card and/or code.
  - b. You may buy up to \$1,200 worth of goods or services each day when you use your card and/or code in our point-of-sale transfer service.

### Documentation

1. **Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a (n) automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.
2. **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (920)563-6616 to find out whether or not the deposit has been made.
3. **Periodic Statements.**
  - a. You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
  - b. You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
  - c. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

### Preauthorized Payments

1. **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how
  - a. Call us at (920)563-6616, or write us at PremierBank, 70 North Main Street, Fort Atkinson, WI 53535, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you our regular fee for each stop-payment order you give.
2. **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the

payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

3. **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Financial Institution's Liability**

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, 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 overdraft line.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court orders, or
4. If you give us your written permission.

### **Unauthorized Transfers**

1. **Consumer Liability.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. 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. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- a. **Visa Debit Cards.** Additional Limits on Liability for loss or theft. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your

Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

2. Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call: (920)563-6616, or write: PremierBank, 70 North Main Street, Fort Atkinson, WI 53535.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

### **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers, telephone us at (920)563-6616 or write us at PremierBank, 70 North Main Street, Fort Atkinson, WI 53535 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 the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

### **CHANGES IN TERMS OR TERMINATION**

We may change the terms of this Agreement from time to time and will notify you of such changes by mail or electronic message. Your continued use of the Online Banking service after the effective date of change will represent your acceptance of the changes. We also reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Online Banking service without prior notice include, but are not limited to:

- If you breach this or any other agreement, we may have with you;
- If we have reason to believe that there has been or may be an unauthorized use of your Password or account(s);
- If there are conflicting claims as to the funds in any of your account(s);
- If you request us to do so;
- If you do not access the system for a period of 90 days or longer.

## PremierBank Alerts Terms and Conditions

**Alerts.** Your enrollment in **PremierBank Online Banking** and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your PremierBank account(s). Alerts are provided within the following categories:

**Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

**Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as **scheduled payments made, scheduled payments cancelled and mobile deposits**. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

**Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Manage Alerts** menu within **PremierBank Online Banking** and Alerts menu within **PremierBank Mobile Banking**.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. PremierBank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels (“EndPoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your PremierBank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in PremierBank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to 96924. In case of questions please contact customer service at 920-563-6616. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** PremierBank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside PremierBank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold PremierBank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

#### AGREEMENT

You agree to the forgoing Consumer Online Banking Agreement.