



PremierBank Business Online Banking Agreement

- Coverage.** This Agreement applies to your use of PremierBank's Business Online Banking service (Business Online), which permits you to access your accounts with the Bank via the Internet for services selected by you and agreed upon by the Bank. In the Agreement, the terms "you and your" refer to the depositor on a Business or Commercial account accessible by Business Online, and the terms "us, we, and our" refer to the Bank.
- Enrollment.** To establish Business Online, you must complete certain enrollment forms or other documents evidencing your desire to access your accounts using Business Online and identifying the specific accounts that will be accessible. The specific services available to you are identified in individual addendums.
- Your Responsibility.** You are responsible for selecting all systems, hardware and your Internet Service Provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet Service Provider and systems and computer services. We have no responsibility or liability for same. BUSINESS ONLINE 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 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. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO BUSINESS ONLINE.
- Access Codes.** You agree to identify, in your Enrollment form, a person to be your authorized representative. We will issue a password and/or other access codes to the authorized representative, which will allow the authorized representative to access all of the services available to you using Business Online. You understand and agree that upon receipt of the initial these access codes by the authorized representative, the authorized representative will have full access to perform all of the services we provide to you on Business Online. You understand and agree that the authorized representative also has the authority to assign access codes to the other persons, to identify the services that may be performed using each access code, and to amend and revoke assigned access codes and the services that may be performed using the assigned access codes.
- Customer Liability.** You are responsible for maintaining the confidentiality of the access codes. You understand and agree that you are responsible for all transactions incurred using your access codes. You agree to disclose access codes only to those individuals authorized to use Business Online or a particular level of service in Business Online. Anyone to whom you disclose your access codes and anyone who has access to your access codes will have full access to the services you can perform on Business Online, including full access to your Accounts. The person's authority will be limited only to the extent that the access code was established with limitations on the services that could be performed using that access code. We are entitled to presume that all communications containing proper access codes are authorized by you and to act upon those communications; and you will be bound by any transaction performed by any person using those access codes. You assume full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Business Online or disclosure of any confidential information or instructions of yours by your employees, agents or other third parties that gain access to your access

codes. (The use of the access code as a security measure supersedes any other security procedures in agreements you have with us relating to fund transfers such as an ACH Agreement).

6. **Contact in Event of Unauthorized Access.** Tell us at once if you believe any of your access codes have been lost, stolen or otherwise available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts, (plus your available line of credit). If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call the Bank at 920-563-6616 and ask to speak to someone in the Accounting Department.
7. **Business Days.** Our business days are Monday through Friday. The following holidays are not included as business days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Online internal transfer of funds will be processed on the same business day as your instructions, if we receive your instructions before our Business Online cut-off hour of 5:00 pm on a business day. Exceptions to the 5:00 pm cut-off are: New Year's Eve (3:00 pm) and Christmas Eve (12:00 noon). If we receive your instructions after the end of our business day, we will process the transaction on our next business day. If you schedule an online internal funds transfer for a future date, we will process the transaction on that date, if that day is a business day. If the date you request for a future transfer is not a business day, we will process the transaction on our next business day. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last business day of that month. (Transfer set for the 31st of each month but in November it will post on the 30th). You should review individual addendums for specific time frames for other services you are enrolled in.
8. **Functions.** Using your access codes, you can perform all of the functions described in the Enrollment Form, in connection with the Accounts described in the Enrollment Form, and you can:
 - View account information,
 - Transfer funds among your deposit accounts with us,
 - Transfer funds from your operating line of credit to a deposit account with us,
 - Make payments out of your deposit accounts to your loan accounts with us,

Additional functions and services may be made available to you – see the individual addendums for more specific information.

9. **Limitations on Internal Funds Transfers.** Under federal regulations, you may make no more than six (6) preauthorized electronic funds transfers and telephone transfer, including Business Online transactions, checks and point-of-sale transactions per month from your savings accounts or Money Market accounts. Each funds transfer completed through Business Online from your savings or Money Market accounts is counted as one of the six limited transfers you are permitted each month.
10. **Our Obligation to Make Transfers.** We are not obligated to make any transfer:
 - If, through no fault of ours, your Account does not contain sufficient collected funds to make the transfer.
 - If the money in your Account is subject to legal process or other encumbrances restricting the transfer.
 - If the transfer would go over the credit limit on your line of credit, if any.
 - If a transfer system was not working properly and you know about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire, flood, or power failure) prevent the transfer or use of Business Online despite reasonable precautions that we have taken.
 - If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
 - If you have not properly followed the instructions for using Business Online Banking.

- If your operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of your browser, Internet Service Provider, computer, computer virus or other problems relating to the computer equipment you use with Business Online, including, without limitation, your inability to access Business Online or any part of Business Online.
- For a failure to provide access or for interruption in access to Business Online due to internet service system failure.

NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT ANY ERRORS (AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE), BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO BUSINESS ONLINE OR OUR PERFORMANCE HEREUNDER.

11. **Fees.** We will charge your account for Business Online fees, if any, identified in our current fee schedule and it may be amended by us from time to time, and otherwise in accordance with our Deposit Account Rules.
12. **Termination.** We may modify, suspend or terminate your privilege of using Business Online and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Business Online, we will try to notify you in advance but are not required to do so. You will be notified as soon as practical. You may terminate Business Online upon our receipt of written notice from you. Termination shall not affect the rights and obligations for the parties for transaction made with Business Online before we have had a reasonable time to respond to your termination request. You must cancel all future funds transfer, both recurring and individual payments, when you terminate Business Online or we may continue to process such payments.
13. **Third Parties.** You understand that support and services relating to Business Online may be provided by third parties other than us and you authorize us to contract with third parties to provide such support and service. 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.
14. **Amendment.** We may amend this Agreement at any time. Notice will be sent to you at your current address in our files. Amendments will be effective 30 days from the date of the notice.
15. **General.** This Agreement is intended to supplement and not to replace other agreements between you and us relating to your Accounts, including, without limitation, our Deposit Account Rules, ACH agreements and Wire Transfer Agreements. In the event of a conflict between this Agreement or the functions performed using Business Online, this Agreement shall govern and prevail. This Agreement is binding upon and inures to the benefit of the parties and their personal representatives, successors and assigns. This Agreement is governed by the internal laws of the State of Wisconsin.
16. **Additional Services.** There are additional, optional services available in Business Online Banking. Separate agreements may be required for these services.
 - A. ACH Manager
 - B. Positive Pay
 - C. Wire Manager
 - D. Business Mobile Banking

PremierBank Alerts Terms and Conditions

Your enrollment in PremierBank Business Online Banking and/or Business 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 Business Online Banking and **Alerts** menu within PremierBank Business 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

By continuing to PremierBank Business Online Banking, you agree to the forgoing Business Online Banking Agreement.