

# ONLINE BANKING TERMS AND CONDITIONS

Please read these Terms and Conditions carefully and keep them for future reference.

**Definitions.** The words *you* and *your* refer to either and all of the persons identified in the Application. The words *we*, *us*, and *our* refer to the financial institution identified in the Application. The words *your deposit accounts* refer to the deposit accounts with us identified in the Application. The words *your loan accounts* refer to the loan accounts with us on which either or all of you are obligated to us. The words *your accounts* refer to your deposit accounts and your loan accounts. The words *our internet service* refer to our Online Banking. The word *terms* refers to these Terms and Conditions. *ACH* refers to Automated Clearing House.

**Security.** We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.

**Access to Accounts Via the Internet.** Subject to the terms set forth below, we will provide you with our internet service pursuant to which you can access your accounts by computer via the internet through our website using your username and password and providing such other information as may be required by our website to accomplish the following:

- Transfer funds between your deposit accounts.
- Make payments from your deposit accounts to your loan accounts.
- Make payments from your deposit accounts to third parties pursuant to our Online Bill Payment Program described below.
- Transfer funds from lines of credit you have with us to your deposit accounts.
- Get information about your accounts, such as account balances or information on deposits or withdrawals.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent deposit account or any overdraft line of credit on that deposit account. We will promptly provide you with a password. Please see the Limitations on Frequency of Transfers below.

**Password.** Upon receipt of your internet banking application and verification, you will be issued a temporary password. You will be required to change the bank assigned password upon first time log in. Access is limited to you as an account holder and **you** are responsible for the Access ID and Password. Anyone to whom you disclose your password or anyone who has access to your password will have full access to internet services. We strongly suggest that you carefully protect your secure access at all times and change your password on a regular basis to prevent any unauthorized access to your accounts. Any transaction performed by any person authorized to have access to your accounts is legally binding upon you to the same extent that such transaction could have been performed by you in person, by mail, telephone, or other communication to the bank.

**Online Bill Payment Program.** Our Online Bill Payment Program requires the execution of a separate written agreement and may involve third party service providers or senders.

- There are no additional charges for our Online Bill Payment Program.

**Hardware and Software Requirements.** We will promptly provide you with a statement of the computer hardware and software requirements to participate in our internet service. We can change these requirements and will give you advance notice of any such changes. Unless you comply with such changes, you will not be able to participate further in our internet service. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

**Stop-Payment Orders.** To be effective, a stop-payment order must be received in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three banking days before the scheduled date of transfer. To be effective, a stop-payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check, or if the payment is by ACH debit and we give notice at the time an oral stop-payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop-payment order is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. Properly signed written stop payment orders are effective for 6 months after date received and will automatically expire after that period unless renewed in writing. With respect to ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

**Hours of Operation.** You ordinarily can participate in our internet service 24 hours a day, 7 days a week. However, we reserve the right to suspend our internet service from time to time as we deem appropriate.

**Transaction Posting.** Transactions entered on our website on or before 6:00 P.M. on any business day will be posted on the same day. Transactions entered on our website on weekends, federal holidays or after 6:00 P.M. on a business day will be posted by the end of the next business day.

**Assignment and Delegation.** We can assign our interest and responsibilities under this agreement, delegate our responsibilities under this agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this agreement, as we deem appropriate.

**Limitations on Frequency of Transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Regardless of anything else in this or other agreements, transfers and withdrawals from a savings account to another of your accounts or to third parties by preauthorized, automatic, telephonic, or computer transfer, or by check, draft, debit card, or similar order to third parties, cannot exceed six per calendar month or statement cycle of at least four weeks.

For security reasons, there may be other limitations on the number of transfers you can make.

**Termination.** We can terminate your right to participate in our internet service at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. We can terminate this agreement without cause, at any time, without prior notice to you. When terminating Internet Service, we will notify you as soon as practicable.

**Changes in Terms.** We can change these terms by giving you notice as required by law. Continued use of our internet service by you after notice of a change in terms constitutes acceptance of the change.

**Notices.** Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

**Irreconcilable Conflicts.** These terms supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our internet service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to our internet service, even if your account agreements provide that multiple signatures are required for withdrawal.

## FEES

Except as indicated elsewhere in this or other agreements or disclosures, we do not charge for our internet service.

We can debit any fees to any of your deposit accounts without notice.

## DOCUMENTATION

**Periodic Statements.** You will get a monthly account statement from us for your deposit accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time and in a 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 you have an overdraft line, and the transfer would go over the credit limit.
- (3) If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) If the funds are subject to legal process or other encumbrance restricting the transfer.
- (5) There may be other exceptions stated in our agreement with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- (1) Deficiencies in your computer hardware or software or in your ability or care in using them, or
- (2) Problems relating to your access to the internet.

## CONFIDENTIALITY

We can 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) As explained in our separate privacy disclosures.

## UNAUTHORIZED TRANSFERS

**Consumer Liability.** Tell us AT ONCE if you believe your 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 can lose no more than \$50 if you fail to give us notice of a lost or stolen code. If you do give us notice after learning of the loss or theft of your code, you will be liable for the lesser of:

- (1) \$50 or
- (2) The amount of any money, property, or services obtained by unauthorized use of the code before you gave us notice.

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 or was provided electronically if you consented to receiving the statement that way, 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 period.

**Contact in Event of Unauthorized Transfer.** If you believe your code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed below.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you, or provided electronically to you if you consented to receipt that way, 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 (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

COMMUNITY BANK & TRUST  
ATTENTION: CUSTOMER SERVICE  
604 NORTH 8TH STREET  
SHEBOYGAN, WISCONSIN 53081  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 920-459-4444 or (888) 582-4440  
MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

## eLert TERMS AND CONDITIONS

### Community Bank & Trust eLert Terms and Conditions

For the purposes of these Terms and Conditions, the following terms shall have the following meanings: "Community Bank & Trust eLert service (eLerts)" shall mean the service under which the Bank will enable the customer to receive customized Alert messages in accordance with the terms herein. "Alerts" shall mean the customized messages in response to the Events sent as text messages to the customer over his / her mobile phone service and/or through e-mail, or in such other mode as offered by the Bank from time to time and opted for by the customer. "Mobile Phone(s)" shall mean a mobile phone owned or in the control of the customer which support(s) text messages, offered by any cellular service provider / other service provider and having distinctive phone number(s) that have been provided to the Bank by the customer for the purposes of the Community Bank & Trust eLert service. "Events" shall mean events/transactions at specified/unspecified time frequencies with respect to an account in conjunction with instructions of the customer from among the events/transactions as more particularly described in the Community Bank & Trust eLert service enrollment form.

The eLert service is made available to Bank customers, at the sole discretion of the Bank and may be discontinued by the Bank at any time, without prior notice. To be eligible for enrollment in eLerts, the customer must be enrolled in Community Bank & Trust's Online Banking and must sign up for eStatements.

The eLert service will accommodate multiple mobile phone numbers and/or multiple e-mail addresses per account for the purpose of alerts and events. Each additional phone number and/or email address will require a separate event set up. The customer understands and accepts that these Terms and Conditions are in addition to any and all such specific Terms and Conditions as may be applicable to the eLert service (including applicable payment methods/charges).

The customer understands that under the eLert service, the Bank will enable the customer to receive customized alert messages with respect to events/transactions relating to an account. The customer will be required to set up events through a designated format through Community Bank & Trust's Online Banking or by such other modes as the Bank may allow hereafter from time to time.

The customer understands that the alerts pursuant to the Community Bank & Trust eLert service would be communicated to the customer via text messages to the designated mobile phone and/or in the form of an e-mail to the e-mail address provided by the customer for the purpose of the eLert service. The customer hereby authorizes the Bank to, from time to time send additional

alerts that are relevant to the accounts/products/operations of the Bank though not specifically requested for by the customer, if the Bank deems that the alert(s) is/are relevant.

The customer acknowledges that the eLert service will be implemented in a phased manner. The Bank may from time to time at its discretion eliminate or make modifications to existing events, and may make new events available, as it sees necessary to meet customer's needs. The Bank will inform users of any changes to the events through notifications posted on the Bank's website. The customer will be responsible for keeping him/herself updated of the available events. The customer may, from time to time, update the events selected by him/her, without the necessity of a fresh registration.

The customer confirms that, unless otherwise expressly informed to the Bank by the customer, any communication (whether by text message or e-mail) shall be with the knowledge of and within the control of the customer. The customer hereby also undertakes the responsibility to make any change in the mobile phone number or e-mail address provided to the Bank for the purpose of the eLert service by means of a designated format through Community Bank & Trust's Online Banking or by such other modes as the Bank may allow hereafter. The customer further assumes the responsibility to inform the Bank of (1) loss of the mobile phone or unauthorized access to text or e-mail messages of the customer; (2) the mobile phone or e-mail being outside the control of the customer for the purposes of the eLert service and/or (3) any other change, circumstances or event that may affect the provision of the eLert service to the customer. The customer shall, in all circumstances accept full responsibility and knowledge of any and all alerts sent to the customer, and hereby authorizes the Bank to send such alerts in accordance with the events set by the customer. The customer accepts that the Bank is not at all, in any circumstances obliged to, and accordingly will not, verify, under any circumstances whatsoever, whether the alerts are being received by the customer or not. The Bank will not be liable for any misuse, interception, tampering with, and/or unauthorized access to the alerts sent. The customer will hold the Bank harmless from any liability, to the fullest extent permitted by applicable law, for any loss, damage or claim arising out of any use of or failure in the performance of the Bank's eLert service in accordance with the Terms and Conditions set forth in this agreement, including but not limited to those resulting from Bank negligence.

The Community Bank & Trust eLert service may be made available in certain regions and to certain cellular service providers and that these are liable to change, additions may be made, modifications, suspension of, removal and/or withdrawals from time to time at the sole discretion of the Bank. The customer understands that the eLert service shall not be made available unless he/she is a subscriber of such specific cellular service providers and is within the customer's geographical limit for receiving text messages and the mobile phone is switched on. Further, the Bank does not warrant that alerts will not be delayed, including for reasons beyond its control. As the eLert service would depend on various types of electronic technology used from time to time, there could be delays in receipt/transmission of any alerts including errors, loss or distortion in transmission from the Bank. The Bank may, if feasible, extend the eLert service to other cellular circles as well as to subscribers of other cellular service providers, as will be notified by the Bank, from time to time.

All events will be recorded at/stored at/transmitted to various locations and may be accessed by personnel of the Bank. The customer hereby authorizes the Bank to use the information thus stored in any proceedings before any forum and relay, transmit or provide such information to any person whosever in accordance with applicable law.

The customer shall be solely responsible for setting the events whether by using the Bank's Online Banking or by any other means that the Bank may, in its sole discretion, make available to the customer from time to time.

The customer understands and confirms that the Bank will not acknowledge receipt of any events nor shall the Bank be responsible to verify the origin or the content of any event. The Bank will execute the events on a best-effort basis and as soon as practically possible for the Bank.

The Bank may, in its sole discretion, not execute any event if the Bank has reason to believe (which decision of the Bank shall be binding on the customer) that the event is not genuine or otherwise improper or unclear or raise a doubt or in case any event cannot be put into effect for any reasons whatsoever.

Events will be processed by the Bank after receipt and the Bank, at its discretion, will decide the processing time. The customer acknowledges that there will be a certain time lag taken by the Bank to process the events and send the alerts.

The fees/charges for the eLert service will be determined by the Bank. However, the Bank may, at its sole discretion, waive the fees/charges for a limited duration. The Bank may, at its sole discretion, revise the charges/fees for use of any or all of the eLert service, with applicable notice given to the customer. The customer may at any time discontinue or unsubscribe to the eLert service. The customer shall be liable for payment of such airtime or other charges which may be levied by the cellular or internet service provider in connection with the receiving of alerts, as per the Terms and Conditions of the cellular or internet service provider.

The Bank will not be concerned with, or made party to, any dispute between the customer and the cellular or internet service provider and makes no representation or gives no warranty with respect to the quality of the service provided by the cellular or internet provider, nor does the Bank guarantee the timely delivery or accuracy of the contents of each alert.

The Bank may, at its discretion, withdraw temporarily or terminate the eLert service, either wholly or in part, at any time. The Bank may, without prior notice, suspend the eLert service at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the eLert service. If alerts cannot be delivered to the customer on five (5) consecutive occasions, the service may be temporarily suspended, until reactivated by the customer.

The customer shall not interfere with or misuse in any manner whatsoever the Community Bank & Trust eLert service and in the event of any damage accruing to the Bank due to the improper or fraudulent use of the eLert service by the customer, the customer shall be liable to make good any such damages to the Bank. In consideration of the Bank providing the eLerts, the customer hereby agrees to compensate/reimburse the Bank against any losses, claims or costs and to save and keep harmless and free at all times the Bank, against any and all harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses, including, without limitation, any costs between attorney and client, whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith acting on omitting or refusing to act on any instructions given by use of the eLert service. The customer shall be responsible to compensate/reimburse and to keep the Bank saved from any claims, actions or losses due to unauthorized access by any other person to any information/instructions/events given by the customer or breach of confidentiality.