

East Wisconsin Savings Bank Business Online Banking Disclosure and Agreement

This Business Online Banking Agreement and Disclosure governs the terms and conditions of the use of business banking services provided by East Wisconsin Savings Bank. In this Agreement, the words "customer", "you" and "your" mean a Business Online Banking member, and the words "we," "us" and "our" mean East Wisconsin Savings Bank. The word "Account" means any Business Account you have with us that can be accessed under your entity name and your tax identification number. All references to time of day in this Agreement and Disclosure refer to Central Standard or Daylight time as applicable.

Your Account, and the use of Business Online Banking are also governed by Account Rules and Regulations disclosures provided to you when you opened your Account. By using Business Online Banking you indicate your agreement with the terms and conditions of Online Banking.

General Information about Online Banking:

You can use your Internet browser to access Business Online Banking any time, seven days a week. However, Business Online Banking may occasionally be temporarily unavailable due to system updating or technical problems. Interruption of service or access caused by your Internet service provider will also prevent your use of Business Online Banking. You are responsible for charges assessed by your Internet service provider and for your device hardware, software and maintenance.

Business Online Banking is limited to Commercial Business Accounts only and does not include personal accounts. Customer shall designate Accounts and Services accessible by East Wisconsin Savings Bank's Business Online Banking. Customer shall designate one or more security administrators who shall be the person or persons authorized by Customer and who shall manage access to a Service and be required to perform certain information security functions, including but not limited to assigning a user identifier ("User ID"), password and the authority level of persons authorized by you to enable Customer's use of such Service.

Customer shall implement the following security procedures to use a Service:

(i) control access to a Service by implementing safeguards including, but not limited to:

1. selectively appointing one or more Security Administrators;
2. promptly notifying Bank in writing of any changes to such Security Administrator's access to the Service;
3. maintaining the confidentiality of User IDs and passwords required for a Service and regularly changing such passwords; and
4. establishing dual control procedures whereby more than one individual must approve and or release certain instructions from Customer to a Service;

(ii) train all users:

1. on the requirement to sign off a Service when not in use to prevent unauthorized access;
2. on the risks of opening electronic mail and attachments and clicking on pop-ups and hyperlinks; and
3. to promptly report to Customer's Security Administrator any suspicious activity;

(iii) secure its computer systems and transmitting facility by implementing strong safeguards that include but are not limited to:

1. using strong web content filtering and scanning, firewalls, anti-virus, anti-spam, and anti-spyware products and procedures;
2. keeping computer systems and transmission facilities updated with the most current security patches;
3. permitting access to a Service only via such protected machine; and

4. taking timely and reasonable actions to correct any issues that indicate that Business Online Banking user's computer system or transmission facility has been compromised by hack, malware, or other forms of intrusion; and notify Bank immediately at 920-766-4646 and follow-up with a written notification to us as soon as possible but not more than twenty-four (24) hours after detection of any suspicious activity.

Services Available:

East Wisconsin Savings Bank's Business Online Banking allows the following services:

- **Account Information:**
To access your Accounts you must first apply in person at any one of our branch locations. The account summary feature will summarize your various Accounts, showing the Account name, balance, available balance and other information. The balance figure in your Accounts may not reflect your most recent transactions; also, the available balance figure may include funds that may not be immediately available for withdrawal.
- **Account Access** -This feature allows you to access your business deposit and business loan Accounts. You can transfer funds between Deposit Accounts. You can obtain Account balance information and detailed history including checks cleared, deposits and ATM transactions. You can download Account information into Quicken. We do not currently support direct downloads to QuickBooks.
- **ACH Origination**- If applicable, the Automated Clearing House (ACH) Services offered through Business Online Banking will be governed by the ACH Origination Agreement.
- **eStatements**- You may use Business Online Banking to elect to receive only eStatements and suspend the delivery of your statement by regular mail. When you elect to suspend mailed delivery of your statement, we will discontinue delivering your Statement in paper form and you may only access you're your statement electronically though Business Online Banking. Upon submission of your election to suspend mailed delivery of your statement, you will receive an acknowledgement on-screen confirming your election.
- **Information reporting**- Through Business Online Banking you will be able to access information pertaining to your accounts, such as current day and prior day balance summary and transaction detail and images of cleared checks written.
- **Funds Transfer**- You may transfer funds electronically between your Business Accounts at East Wisconsin Savings Bank. You must be an authorized user. You may transfer available funds provided there are no other holds on the Accounts. A unique reference number is assigned to successful as well as unsuccessful transfers. Transfers cannot be canceled once submitted. You may make an unlimited number of transfers from regular checking accounts. Federal regulations limit the number of transfers and check withdrawals from interest bearing Accounts like Savings and Business Money Market Accounts. You may make up to a total of 6 pre-authorized, automatic, telephone or computer transfers or payments per Account cycle from your Business Money Market Deposit Accounts to other Accounts or third parties. Transfers from Business Money Market Deposit Accounts made through Business Online Banking are counted against the permissible number of transfers.
- **Online Bill Pay** - Online Bill Pay allows you to pay bills through your online access, rather than by writing and mailing checks. The bill payment service allows scheduling of one-time payments or recurring payments and verification of past payments.

Online Bill Payments:

You must apply in person to use the bill payment option. Upon approval, your Online Bill Pay access will be enabled. You may only make payments through a single designated checking Account. The requested payments are forwarded to a bill payment service provider, who will transfer funds to the payee either electronically or by sending the payee a paper check. (A "payee" is the person or business you are paying.) Your payees must all be located in the United States and accept payment in U.S. Dollars. You cannot use Online Bank to make payments to federal, state and local governments. Some other categories of payees may also be restricted.

Your payments will be deducted from your account by a direct automated clearing house (ACH) debit through Federal Reserve banking channels; you agree that payment transactions executed through the ACH will be subject to the rules of the National Automated Clearing House Association (NACHA).

We are only liable for exercising ordinary care in processing and sending payments to the bill pay service provider upon your authorization in accordance with this agreement. You should schedule a payment to a new payee at least ten Banking Days before any payment due date, to allow time to set up the payee and verify information about your account with the payee. For all subsequent payments, you agree to allow at least five Banking Days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not allow sufficient lead time, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, we will work with the payee on your behalf to attempt to have any late fees or charges reversed. Additional information is available by clicking on the HELP and FAQ links on the Bill Payment page.

Other Limitations on Services:

All Bill Payments and Transfers are subject to the terms and conditions of the Account being accessed. There are no maximum limits on the dollar amount or amount of transfers you may make as long as the transaction does not cause the balance in your Account to be less than zero. However, we are not required to complete a transfer from any Account if you do not have sufficient available funds in that Account, free of legal restrictions.

Canceling or Modifying Online Bank Authorized Transfers and Payments:

Transfers between Accounts held at East Wisconsin Savings Bank take place immediately. You cannot cancel or change a transfer once you have confirmed it and submitted it. To change or cancel a bill payment, follow the instructions provided to you by the bill payment service provider. In general, while payments are still pending, the bill pay service provider will allow you to change or delete the payments until 12:00 midnight of the night before the scheduled processing date.

Authorization to Charge Accounts:

You authorize East Wisconsin Savings Bank to debit the Accounts you designate for all Business Online Bank transactions, including the amount of any Bill Payment or Transfer that you make plus any charges for the service. You authorize us to process Bill Payments and to transfer funds according to your instructions. You authorize us to initiate any reversing entry and to debit your Accounts at East Wisconsin Savings Bank or elsewhere, in order to correct any mistaken credit entry. If a Bill Payment request describes the recipient incorrectly by name or account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named recipient. You also authorize us to make those Bill Payments required by check even though you have not signed the check used to make the payment.

Customer's Responsibility:

You are responsible for all transfers and payments you authorize using Business Online Banking. If you authorize other persons to use your Username and Password to access Business Online Banking, you are responsible for any transaction they authorize from your Accounts.

Limit of Our and Other Providers' Responsibility:

We agree to make reasonable efforts to ensure full performance of Business Online Banking. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in your computer equipment or in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software. We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of your use of Business Online Banking.

Documentation and Verification of Payments and Transfers:

Upon completion of a Bill Payment or Transfer using Business Online Banking, you will be given a reference number. You should keep a record of this number, along with the payee, scheduled date and transaction amount. Your Business Online Bill Pay payments will also appear on your statement. No printed receipts are issued through Business Online Banking.

You will receive a monthly statement covering Online Banking activity for any Account other than a certificate of deposit or certain business loan accounts.

You agree to review your monthly statement activity promptly. If your monthly statement shows transfers or payments of funds that you did not make, you must tell us at once. You also agree to tell us promptly about any change in your address.

Fees:

There is no charge for the use of Business Online Banking Account Access feature. There is a fee for using Business Online Bill Pay. We will deduct this fee from your designated checking Account each month until you or we discontinue the service. Additionally, a bill payment overdraft and a bill stop payment are subject to fees.

BILL PAY SERVICE CHARGES

Monthly Service Charge	• \$4.95
Waived for 1st month (initial registration) & Waived for any month where 2 or more bills are paid	
Bill Pay returned item	• 40.00
Copy of Bill Pay canceled check	• 30.00
Bill Pay Stop Payment	• 30.00

In addition to the fees noted here, the service charges and fees provided for in the "Truth in Savings", "Common Features" and "Account Rules and Regulations" disclosures for your Accounts will continue to apply.

E-mail:

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically only through Business Online Banking secure e-mail. You also agree to receive communications regarding your Account, including change-in-terms notices regarding Business Online Banking, electronically and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you, regardless of whether or not you access the Business Online application. You may print a copy of such communications using the "print" function of your software. We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately (for example, if you need to stop payment on a check, to report a lost or stolen ATM or Debit card, or to report

an unauthorized transaction from one of your Accounts). We will not take actions based on your e-mail requests until we actually receive your message and have a reasonable opportunity to act.

Security Procedures:

You must enter your Username and Password at the start of every Business Online Banking session. Your Password is confidential and you are responsible for keeping it confidential. You agree not to disclose or otherwise make your Password available to anyone not authorized to withdraw funds from your Account. The Business Online Banking transactions are private and secure. The latest available technology was applied in creating the Business Online Banking security architecture. The security architecture utilizes the Internet for secure delivery of account balances, account histories, and transfer requests. If you wish to learn more about Online Banking security, please click on the "Security" link on the Business Online Banking sign-on page.

Our Liability if We Fail to Make Certain Transfers or Payments:

If we do not complete a transfer to or from your Account on time or in the correct amount when you have properly instructed us to do so, we may be liable for the damages that you prove are directly caused by our actions. However, there are some exceptions to our liability to you. We will not be liable if:

- through no fault of ours, you do not have enough money in your Account(s) to make the transfer or payment.
- a court order or legal process prevents us from making a transfer or payment.
- circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, natural disaster.

We are not liable in any way for damages you incur if:

- the payee does not process your payment correctly or in a timely manner.
- if you do not allow sufficient time for delivery to the payee;
- changes of merchant's address or Account number;
- the failure of any merchant to process the payment correctly or credit the payment in a timely manner;
- you do not give proper, complete or correct instructions for the transfer, or you do not follow the procedures in this or any other agreement with us for requesting a transfer.
- the U.S. Postal Service causes a delay.
- you have previously reported your Account or password lost or stolen, or we have canceled your password and/or the use of Business Online Banking.
- we have reason to believe that you or someone else is using Business Online Banking for fraudulent or illegal purposes.
- you default under any agreement with us or if you or we terminate this agreement.
- for any other circumstances beyond the control of East Wisconsin Savings Bank.

Your Liability for Unauthorized Use:

Tell us AT ONCE if you believe your Account, any Username and/or any password has been lost or stolen, or your password or Business Online Banking has been used or may be used without your permission. Telephoning is the best way to notify us.

If you believe a Username and/or your password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission using your password or Online Bank service, call us at the telephone number shown in the "Errors or Questions" section.

Errors or Questions:

Please call or write to us as soon as you can if you believe there has been an error or you have a question about a transfer, if you think your statement or online transaction record is wrong or if you need more information about a transfer listed.

East Wisconsin Savings Bank

109 W. Second Street
Kaukauna, WI 54130-2499
Phone: 920-766-4646

Business Days: Monday through Friday
Business Hours: 8:30 A.M. to 5:00 P.M. (Central)
(Holidays Excluded)

You Must:

- Tell us your Business name and Account number.
- Describe the error or the transfer you are unsure about, and clearly explain why you believe it is an error or why you need more information.
- Tell us the dollar amount and date of the suspected error.
- It will be helpful to us if you also give us a telephone number at which you can be reached during business hours in case we need any further information.
- If you tell us orally, we have the right to require you to also send us your complaint or question in writing.

Confidentiality:

In order that your privacy may be protected, we will not disclose any information about you or your Account to any person, organization or agency except:

- for certain routine disclosures necessary for the completion of a transfer or to collect a check or other item.
- for verification of the condition and existence of your account for a credit bureau or merchant.
- to persons authorized by law in the course of their official duties.
- to our employees, auditors, service providers, attorneys or collection agents in the course of their duties.

- pursuant to a court order or lawful subpoena.
- to a consumer reporting agency.
- by your written authorization.
- If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 business days after we have discovered that an unauthorized disclosure has occurred.

Ending the Online Banking Agreement:

You may end your rights to use Business Online Banking by telling us in writing. We may end your rights to use Business Online Banking for any reason and at any time without telling you.

Any Administrator may ask us to end this Agreement. We are not responsible for notifying any remaining Account holders of the termination.

If you end your rights to use Business Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your written notice. Once we have acted upon your notice, we will make no further transfers or payments from your Account, including transfers or payments you have previously authorized. However, you must cancel any automatic recurring payments using Business Online Banking prior to closing your Account, otherwise we may continue to make such payments.

If we end your rights to use Online Banking, we reserve the right to make no further transfers or payments from your Account, including any transaction you have previously authorized.

If either you or we end your rights to use Business Online Banking, we will no longer have to complete any of your Business Online Banking transactions. You will remain obligated to us under this Agreement for all your Business Online Banking transactions, even if they occur or are completed after this Agreement is ended.

Other Conditions:

You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit and credit Accounts that you access using Business Online Banking. We can terminate your Business Online Banking privileges without notice to you if you do not pay any fee required in this Agreement and Disclosure when due or if you do not comply with any of the other terms and conditions of this agreement.

Change in Terms:

We will deliver a notice to you at least 30 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased costs or liability to you or stricter limitations on transfers you may make. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

Additional Information:

Ability to stop payment - The initiation by you of certain electronic funds transfers from your Account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the

transfer. Unless otherwise provided in this agreement, you may not stop payment of electronic funds transfers; therefore, you should not employ electronic access for purchases or services, unless you are satisfied that you will not need to stop payment.

Governing Law:

This Agreement is governed by the federal laws of the United States and the laws of the State of Wisconsin unless otherwise required by federal or state law. Any issue relating to an Account or service with us that you access through Business Online Banking shall be governed by the laws specified in the agreement for that Account or service if there is a separate agreement for that Account or service. In the event of any conflict between these provisions and any applicable law or regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools may allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

EXPORT RESTRICTIONS. You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.