

Online and Mobile Banking Agreement and Disclosure

This Online and Mobile Banking Agreement and Disclosure governs the terms and conditions of the use of online and mobile banking services provided by East Wisconsin Savings Bank for business and personal use. In this Agreement, the words "you" and "your" mean an Online and Mobile Banking member, and the words "we," "us" and "our" mean East Wisconsin Savings Bank. The word "Account" means any Account you have with us that is listed under your name and your tax identification number. All references to time of day in this Agreement and Disclosure refer to Central Standard Time.

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

General Information about Online Banking:

Gain access to any of East Wisconsin Savings Bank's Online and Mobile Banking Services by signing up for the service online or via the East Wisconsin Savings Bank's mobile app. Online and Mobile Banking access may be granted to anyone that is a signer on a business or personal account, however, we reserve the right to deny access under certain circumstances. If you are a minor who has a joint account with an adult, the adult must grant us permission for you to access Online and Mobile Banking. If more than one signer uses Online or Mobile Banking, you agree that all of you can access all of the funds held in the accounts. All access to Online and Mobile Banking and its services are also subject to the terms and conditions of the account being accessed.

Online Banking and Mobile Banking is available 24 hours per day, 7 days per week. However, services may occasionally be temporarily unavailable due to system updating or technical problems. Interruption of service or access caused by your Internet service provider may also prevent you from accessing our services. You are responsible for charges assessed by your Internet service provider and for your PC hardware, software and maintenance.

Services Available:

- **Account Information:** View a summary of your accounts, showing the account name, balance, cleared electronic and check items, deposits and other information. The available balance in your account is displayed as accurately as possible, however, the balance may not reflect your most recent transactions due to transaction processing that is out of our control. Account information can also be viewed via eStatements and downloaded into either Quicken™ or QuickBooks.
- **eStatements:** View your statements when you login. When you elect to view eStatements, we will discontinue delivering your Statement in paper form and you may only access your statement electronically through Online Banking. This service can be cancelled at any time.
- **Funds Transfer:** Authorized users can transfer available funds between accounts internally and externally. This includes personal accounts, business accounts, home equity line of credit advances and loan payments. Once submitted, transfers/payments cannot be cancelled. Attempts to transfer funds in any capacity resulting in a negative balance will be reversed.
- **Zelle:** You can send funds to or receive funds from anyone using this person-to-person funds transfer platform. See 'Zelle Network Standard Terms' for more information.
- **Mobile Remote Deposit** allows you to take a picture of a check for deposit. See 'Mobile Remote Deposit Services Agreement' for more information.
- **Card Suite:** Empowers you to control how, when and where your debit card can be used.
- **Credit insights:** Provides valuable information analysis on your credit history and financial behavior.
- **Personal Finance:** Compiles and reports your financial data into actionable insights that protect and guide your financial wellness.
- **Online Bill Pay:** Pay bills through Online or Mobile Banking for personal accounts and through Online banking for business accounts. The bill payment service allows scheduling of one-time payments or recurring payments and payment history can also be viewed. 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 or Mobile Banking to make payments to federal, state

and local governments. Some other categories of payees may also be restricted.

Your payments may 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).

East Wisconsin Savings Bank is 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 payments, at least five Banking Days between the date you schedule a payment to be initiated and the payment due date (the 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, you will be fully responsible for all late fees, finance charges or other action taken by the payee. We offer an expedited payment option for a fee (see Fee Schedule). We are not required to complete a payment from any Account if you do not have sufficient available funds in that Account, free of legal restrictions.

Accounts must qualify, and are subject to the terms and conditions of the account being accessed. Account authorized users must be 18 to use online bill pay.

Authorization to Charge Accounts:

You authorize East Wisconsin Savings Bank to debit the Accounts you designate for all Online or Mobile Banking 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 account(s) 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.

Fees:

There is no direct fee for Online or Mobile Banking Account Access. There are fees for specific services, see the 'Fee Schedule' for more information on when those fees will apply.

Customer's Responsibility:

You are responsible for all transfers and payments you authorize using Online and Mobile Banking. If you permit other persons to use your Username and Password to access Online Banking, you are responsible for any transaction they authorize from your account(s).

Limit of Our and Other Providers' Responsibility:

We agree to make reasonable efforts to ensure full performance of Online and Mobile 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 Online or Mobile Banking.

Documentation and Verification of Payments and Transfers:

Upon completion of a Bill Payment or Transfer using Online or Mobile 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 Online Bill Pay payments will also appear on your statement.

You will receive a monthly statement with all account activity, including all Online or Mobile Banking activity for any account other than a certificate of deposit.

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 notify us promptly about any change in your address or email address so that your monthly statements are delivered promptly.

E-mail:

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically only through Online Banking e-mail. You also agree to receive communications regarding your account, including change-in-terms notices regarding Online and Mobile 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. You may

print or save a copy of such communications as you feel necessary. 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 regarding time sensitive information. We will take actions based on your e-mail requests after we have reviewed your message and have a reasonable opportunity to act.

Security Procedures:

You must use your login credentials to access your Online or Mobile Banking. Your login credentials are confidential and you are responsible for keeping them confidential. You agree not to disclose or otherwise make your login credentials available to anyone not authorized to access your account. The Online and Mobile Banking transactions are private and secure. The latest technology was applied in creating the Online and Mobile Banking security architecture. The security architecture utilizes the Internet for secure delivery of account balances, account histories, and transfer requests, while utilizing a private network for access to your account information.

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 will 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, for instance if:

- through no fault of ours, you do not have enough money in your account(s) to make the transfer or payment
- the transfer or payment would go over the available credit limit on your Home Equity Line of Credit with us
- 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, fires and floods

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 login credentials compromised, or we have canceled your use of Online or Mobile Banking.
- we have reason to believe that you or someone else is using Online or Mobile 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:

Notify us IMMEDIATELY if you believe your account or your login credentials have been compromised in any way and/or your login credentials have been used or may be used without your permission. Your liability is up to \$50 if you fail to give us notice of fraudulently compromised account credentials. See 'Errors or Questions' section for contact information.

Errors or Questions:

If you believe there has been an error or you have a question about activity on your account, please call or write to us as soon as possible.

We must hear from you no later than 60 Calendar Days after your FIRST statement was available on which the problem or error appeared.

East Wisconsin Savings Bank

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

Business Days: Monday through Friday

Business Hours: 7:30 A.M. to 5:00 P.M. (CST)

(Holidays Excluded)

You Must:

- Tell us your 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 provide a phone number at which you can be reached during business hours in case we need any further information.
- If you notify us orally, we have the right to require you to also send us your complaint or question in writing within 10 calendar days following the date of notification.

We will determine whether an error occurred within 10 calendar days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 calendar 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. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available to you for your inspection. If your alleged error concerns a transfer to or from a third party (for example, a social security payment), our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

Confidentiality:

In order that your privacy may be protected, we will not disclose any information about you or your account(s) 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 a consumer reporting agency.
- 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.
- 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 and Mobile Banking Agreement:

You may end your rights to use Online and Mobile Banking at any time. We may end your rights to use Online and Mobile Banking for any reason and at any time without telling you.

If more than one person is authorized to withdraw funds from your account, or if another person uses Online or Mobile Banking to access your account, we cannot stop that person from using Online or Mobile Banking unless we end this Agreement. If the account is a joint account, any owner of the account may ask us to end this Agreement. We are not responsible for notifying any remaining account holders of the termination. Business Banking administrators may request to end this Agreement. We are not responsible for notifying any remaining users of the termination.

If you end your rights to use Online and Mobile 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 request. Once we have acted upon your request, we will make no further transfers or payments from your account(s), including transfers or payments you have previously authorized.

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

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 Online and Mobile Banking. We can terminate your Online and Mobile Banking privileges without notice to you if you do not comply with any of the terms and conditions of this agreement.

Change in Terms:

We will deliver an electronic notice to you at least 21 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.

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(s) or service(s) with us that you access through Online or Mobile Banking shall be governed by the laws specified in the agreement for that account or service if there is a separate agreement. 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 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.