

**Bank of Wisconsin Dells
Business Online Agreement (10/2018)**

1. **Coverage.** This Agreement applies to your use of the Bank of Wisconsin Dells Business Online Banking service ("Business Online") which permits you to access accounts with us via the Internet for services selected by you and agreed upon by us. In this Agreement, the terms "you" and "your" refer to the depositor on a commercial account accessible by Business Online, and the terms "us," "we," and "our" refer to the Bank.
2. **Enrollment/Application Forms.** To establish Business Online, you must complete a BWD Electronic Banking Worksheet for Businesses evidencing your desire to access your accounts using Business Online and identifying the specific accounts that will be accessible (the "Account(s)"). The specific services available to you are identified in your BWD Electronic Banking Worksheet for Businesses and Business Online setup forms. Your signature on the Business Online setup forms constitutes your agreement to the terms of this Agreement. [Additional information relating to Business Online is included in the on-line manual or instructions provided to you and such materials are incorporated into this Agreement by reference.]
3. **Your Responsibility.** You are responsible for selecting all systems, hardware and your Internet Service Provider ("ISP") 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. You are also responsible to implement and maintain security measures, including firewall and antivirus protection. 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.

4. **Access Codes.** Upon receipt of your worksheet and setup forms, we will issue a password and/or other access codes to each person designated by you. The access codes will permit that person to access Account(s) using Business Online to perform the functions that you have designated for that particular person. We will amend and revoke assigned access codes and the functions that may be performed by each person to whom the access codes are assigned upon our receipt of clear and complete instructions in a written notice from you to do so and passage of a reasonable period of time for us to respond to the notice. Until such time, our authority and instruction to respond to transactions initiated using assigned access codes shall continue.
5. **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 function level 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 functions 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 that access code. 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 supercedes any other security procedures in agreements you have with us relating to funds transfers such as a wire transfer agreement or ACH Agreement.
6. **Security.** We require the use of 128-bit secure browser with Secure Sockets Layer (SSL) to log in to your accounts and perform transactions. Most modern browsers use SSL technology, however if you are using an older version of

software, it would be wise to upgrade. You then know you have the best security protection available.

There are several ways to know if your browser is secure.

- The use of EV certificates will change the Online Banking website URL address bar to green. In addition, the name of the legitimate website owner (Fiserv, Inc) should appear somewhere in the address bar. Each browser displays the EV certificate differently.
- A small window may pop up to tell you that this is a secure link and do you want to continue.
- Instead of the usual http:// you will notice that it has changed to https://. The “s” denotes secure mode.
- Most secure browsers also have a small graphic, such as a padlock or key, that will appear in the bottom right hand corner of the screen, indicating a secure connection.

7. **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 maximum overdraft line of credit). If you believe your access codes have been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call 608-253-1111, write to Bank of Wisconsin Dells, PO Box 490, Wisconsin Dells, WI 53965, or email us at info@dellsbank.com.

8. **Business Days.** Our business days are Monday through Friday, excluding holidays as determined by the Bank of Wisconsin Dells. We can process an internal fund transfer on the same business day as your instructions, if we receive your instructions before our Business Online cut-off hour of 5:00 p.m. on a business day except for December 24th, when the service cut-off hour will be 12:00 p.m. noon. If we receive your instruction after the end of our business day, we will process the transaction on our next business day. If you schedule a fund transfer for a future date, we will process the transaction after the close of business on that date, if that day is a business day. If the date you request for a future transfer or payment is not a business day, we will process the transaction on the business day immediately preceding the date you have requested. 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.

ACH/Wire Transfer. The daily cutoff time for ACH to be processed on the current business day is 2:10 p.m. (excluding all federal holidays). The daily cutoff time for Wire transfers to be processed on the current business day is 3:45 p.m. (excluding all federal holidays). After these time periods the request will be processed on the next business day. All ACH transfers will require a two day processing time.

9. **Functions.** Using your access codes and Business Online you can perform all of the functions described, in connection with the Accounts described in the Setup Forms and you can:

- view account information
- transfer funds among your deposit accounts with us
- transfer funds from your line of credit to your checking account with us
- make payments out of deposit accounts to your loan accounts with us
- initiate stop payment orders
- transfer funds to or from accounts at other financial institutions
- view imaged documents
- pay bills (separate agreement required)

Additional functions may be made available from time to time, subject to the terms and conditions of this Agreement.

Subject to available funds or established limits, you may transfer funds using the Business Online in any amount.

10. **Canceling Funds Transfers.**

- a. **Canceling an Order.** Any instruction to cancel or change an internal funds transfer must be received by us

prior to 5:00 p.m. (12:00 p.m. noon on December 24th) on the day the transaction is to be processed by us. Except for preauthorized transfers, described below, if we don't receive your complete and accurate instruction identifying a funds transfer or payment prior to the time described above, we may process the transaction. Transfers to accounts at other financial institutions are not able to be cancelled.

- b. **Preauthorized Transfers.** If you tell us in advance to make a regular payment at a regular time out of your Account(s) without further action by you (a preauthorized transfer), you can stop these payments either by following the procedure in the preceding paragraph, or you can call us at 608-253-1111 or write us at Bank of Wisconsin Dells, PO Box 490, Wisconsin Dells WI 53965 or email us at info@dellsbank.com in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call or email, we may also require you to put your request in writing in a form approved by us and received by us within 14 days after you call or email. We will require that you tell us the exact amount of the debit, the next date the debit is to be made and the exact name of the payee. If you stop payment of such a preauthorized transfer in accordance with the terms of this Agreement, your stop payment will apply only to the debit you stopped and not to subsequent debits to that payee, unless you specifically instruct us to cancel all such debits to that payee.
 - c. **Our Rights.** If we fail to cancel or stop any funds transfer, we have all of the rights given to us under our Deposit Account Agreement with you for failing to comply with a valid stop payment request as though the transfer request is a check.
 - d. **Charges For Stopping Payment.** If you submit an oral or written stop payment request for a preauthorized payment, we will charge you for each such stop payment order, the charge for stopping payment identified in our current fee schedule accompanying this Agreement as may be amended from time to time.
11. **Overdrafts.** When you schedule a funds transfer using Business Online, you authorize us to withdraw the necessary funds from your designated Account with us. We deduct the amount of your funds transfer from your designated Account on the date we process your instruction. Each instruction to us to withdraw or transfer from an Account is an order to us to pay from that Account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the Account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your Account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that Account rather than this Agreement.
 12. **Limitations on Transfers (Savings & Money Market Deposit Accounts).** Under federal regulations, during any month you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. Each fund transfer through Business Online from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. (However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.)
 13. **Fees.** We will charge you for Business Online fees, if any, identified in our current fee schedule accompanying this Agreement, and as it may be amended by us from time to time, and otherwise in accordance with our Deposit Account Rules.
 14. **Periodic Statements.** Your Business Online account activity will appear on your periodic account statement. If there are no transfers in a particular month, you will receive statements at least quarterly.
 15. **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 overdraft credit plan, if any.
- If a transfer system was not working properly and you knew 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 provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using Business Online.
- If your operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of your browser, Internet Service Provider (ISP), 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 interruptions in access to Business Online due to Business Online system failure.

NOTWITHSTANDING 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.

IN NO EVENT WILL OUR LIABILITY FOR ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET GENERALLY EXCEED THE TOTAL FEES INCURRED BY YOU DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING ACCRUAL OF SUCH CAUSE OF ACTION. IF YOU ARE DISSATISFIED WITH BUSINESS ONLINE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE FOR YOU TO DISCONTINUE USE OF BUSINESS ONLINE AND/OR TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 16.

You agree to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses, and attorneys' fees arising out of or resulting from your use of Business Online or your breach of any of your obligations under this Agreement. Your obligation to indemnify us shall survive termination of this Agreement.

16. **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 practicable. You may terminate Business Online upon our receipt of written notice from you. Termination shall not affect the rights and obligations of the parties for transactions made with Business Online before we have had a reasonable time to respond to your termination request. You must cancel all future funds transfers, whether recurring or individual payments, when you terminate Business Online or we may continue to process such payments.
17. **Third Parties**. You understand that support and services relating to Business Online are 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.

18. **Amendment**. We may amend this Agreement at any time. Notice will be sent to you at your current mailing or email address in our files. Amendments will be effective upon the date indicated in the notice.
19. **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 and any other Account rules and agreements that apply to your Accounts 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.
20. **Additional Provisions**. (If none are stated here, there are no additional provisions.)