



### **Digital Banking Agreement**

This Digital Banking Agreement (“Agreement”) provides the full terms and conditions that govern your access to and use of the online and mobile banking services (the “Services”) provided by One Community Bank (“Bank”) that allows you to perform a multitude of banking functions through an Internet browser or mobile application. This Agreement replaces and supersedes any prior oral or written agreements entered into by the Parties relating to the Services.

Each time you use a Service or allow another person to use a Service on your behalf, you are accepting the terms and conditions of this Agreement. If you do not accept the terms and conditions of this Agreement, you may not access or use any Service.

You should read this Agreement carefully and retain a copy for your records.

#### **1. Definitions**

The key terms used in this Agreement are defined below. Terms used in this Agreement and not defined below or in a Section shall be given their ordinary meaning.

- “Account” means any loan, deposit, investment, mortgage, or other account, including those held at the Bank and other financial institutions, that we have approved for access to and use of the Service.
- “Account Agreements” means the then-current versions of the agreements, disclosures, fee schedules, and other documents that govern your Account(s).
- “Applicable Rules” means the applicable, federal, state, and local laws, regulations, and guidance rules.
- “Authorized User” means you or the person or entity you authorized, or who we reasonably believed you authorized, to access or use Services on your Account. Authorized Users include the people or entities who have your Security Credentials or knowledge of the Security Procedures.
- “Business Day” means any day Monday through Friday and excludes Saturday, Sunday, Federal holidays, or other days in which Bank is closed.
- “Confidential Information” means the data and information, in any format, which is not generally known by or available to the public and that which is safeguarded by you.
- “Device” means the mobile, computer, or other personal electronic equipment that is used by you to access or use the Services.
- “Party” refers to either One Community Bank or you, while “Parties” refers to both One Community Bank and you.
- “Security Credentials” means the security code, password, token, or other methods used for authentication prior to Bank allowing you to access or use the Services.



- “Security Procedures” means the commercially reasonable processes or procedures Bank follows, and you agree to follow, that allow Bank to reasonably believe it has authenticated you or other Authorized Users in accessing or using the Services.
- “Service(s)” refer to any or all of the online banking and mobile banking services explained in this Agreement or incorporated by reference into this Agreement in the future.
- “We,” “us,” “our,” “ours,” “One Community Bank,” and “Bank” refer to One Community Bank.
- “You” and “your” refer to you and/or any other owner, accountholder, signer, or other Authorized User accessing or using the Services.

## **2. Eligibility Approval**

We will determine if you are eligible for access to and use of the Services. To access and use the Services, you must have at least one active Account with Bank that is in good-standing. The Services can only be accessed and used by you or an Authorized User. By utilizing the Services for one of your Accounts, you represent that at least one of you is at least eighteen years of age and is authorized to enter into this Agreement. If an Authorized User is requesting access and usage of the Services, and you agree to Authorized User’s access and usage, you and Authorized User both agree and represent that you have authorized the Authorized User to conduct transactions and activities on your behalf on your Account through the Services, including but not limited to: (1) viewing your Account, including balance and transaction information; (2) using the Services on your Account; (3) conducting transactions on your Account; and, (4) communicating with Bank with respect to your Account. You and any Authorized Users are jointly and severally liable under this Agreement. You may notify us at any time to request a revocation of Authorized User’s access to and usage of the Services for your Account; please allow Bank a reasonable time and opportunity to fulfill your request. Until you request such a revocation, and we fulfill such request, Authorized User’s actions will be binding on you.

## **3. Access to and Use of the Services**

The Services are generally available 24 hours a day, seven days a week, except for maintenance outages or other circumstances beyond our control. To access and use the Services, you must have access to the Internet and a Device. You also will be required to provide an e-mail address, phone number, and other information. The below provisions further explain the requirements to access and use the Services.

- a. **Internet Usage.** To access and use the Services, you are responsible for obtaining Internet services from a provider of your choice and accept that there are risks associated with using the Internet. You acknowledge that your Internet provider may experience disruptions in your connection to the Internet, which may impact your



access to and use of the Services through no fault of us. We disclaim all liability in contract, tort, or otherwise arising out of or related to these events and any viruses or other bugs you experience as part of your Internet usage. You are solely responsible for any fees and charges related to your access to and use of the Internet.

- b. **Hardware and Software Requirements.** You are solely responsible for the purchase, installation, maintenance, upgrades, and security of the hardware and software that are required to access and use the Services. We do not represent that your Device will conform to the necessary hardware and software requirements or will otherwise be compatible with or support your access to and use of the Services. We will not be held liable or otherwise responsible for upgrading or replacing your Device if it fails to meet the required hardware and software specifications. We also advise you to use a reputable anti-virus and anti-spyware software program on your Device and update such software on a regular basis. We are not responsible for any issues that arise from the malfunction or failure of your Device.
- c. **Contact Information.** We will send any notifications relating to your Accounts to the address, e-mail address, or phone number you have supplied in your profile in the Services (“Contact Information”), or directly within your profile of the Services. The frequency and timing of these notifications may vary. Notifications are provided to you solely as a courtesy and only serve an informational purpose. Your Account statements will remain the official records of your Accounts. Any documents, messages, etc. sent to your Contact Information are deemed received by you on the date they are sent from us, even if you fail to read them or they are returned as undeliverable. By participating as a user of the Services and providing Contact Information, you agree that we may contact you via mail, voicemail, text message, or any other electronic message. You are responsible for any fees or charges that your wireless carrier may charge you for these messages. You are not required to give your consent for us contacting you to access and use the Services. If allowed by the Applicable Rules, you may revoke your consent to be contacted at any time.

#### **4. Account Records**

You may download any transactional data available for viewing through the Services. The information you view relating to your Accounts through the Services, such as balances and transactions, will typically be current as of the close of business on the preceding Business Day.

#### **5. Content and License**

Notwithstanding Section 4, all right, title, and interest in and to any and all computer programs, including, but not limited to, the object and source codes; and any and all updates, upgrades, fixes, enhancements, documentations, user guides, and instructions pertaining to the Services delivered by us shall be, and remain, our property, and unless otherwise expressly



authorized via written permission from us, you may not copy, reproduce, transmit, display, publish, sell, circulate, transfer, assign, reverse engineer, create derivative works, or the like of such software in any form. Unless otherwise noted, all other trademarks, service marks, and logos used in the Services are the trademarks, service marks, or logos of Bank.

Subject to our privacy policies and Privacy Notice, you agree that you have full rights to the information you provide to us in using the Services but that we may use that information to provide the Services, and you give us a perpetual, royalty-free, non-exclusive, worldwide, transferable, and sublicensable license to do so.

## **6. Recorded Communications**

In compliance with the Applicable Rules, we may keep a record of our conversations with you for quality assurance purposes, security reasons, and to maintain an accurate record of our communications. These conversations may be in any form, including through email, phone calls, notifications in the Services, and any other communications. By signing up for the Services, you are agreeing to us capturing and retaining these records.

## **7. Prohibited Use**

In your use of the Services, you covenant to us that you will not use the Services for any prohibited purposes, including but not limited to:

- a. Engaging in any illegal purpose or activity;
- b. Breaching any contract or agreement by which you are bound;
- c. Engaging in any Internet or online gambling transaction, whether or not gambling is legal in any jurisdiction;
- d. Using the Services in a way that competes with the Bank;
- e. Engaging in any transaction or activity that is not specifically authorized and permitted by this Agreement;
- f. Transmitting spam, software viruses, solicitations, and other materials that can interrupt or destroy the functionality of the Services as it relates to you or other users of the Services; and,
- g. Using the Services in a way that the Applicable Rules prohibits.

You acknowledge and agree that we reserve the right to terminate or suspend your use of the Services and not process or fulfill any transactions or activities that we believe, in our sole discretion, violate the terms of this Agreement.

## **8. Security Credentials & Security Procedures**

Before accessing and using the Services, you will be asked to create Security Credentials that are unique to you. You are solely responsible for protecting your Device and Security Credentials from being known or used by others. We may rely on any instructions containing the



details, as identified in our then-current procedures, of the transaction(s) you would like to conduct (“Instructions”) or transactions entered with your Security Credentials; therefore, you agree to not disclose your Security Credentials to any other person or entity. We will **never** ask you for your password from your Security Credentials.

We may authenticate you from time to time through our Security Procedures. You acknowledge and agree that the Security Procedures are commercially reasonable under the Applicable Rules and that they are used to verify the authenticity of, and not detect errors in, the Instructions or transactions from your Accounts in the Services. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel any Device’s usage of the Services, at any time in our discretion.

If you believe your Device or Security Credentials have been compromised, stolen, or otherwise known by someone other than you or your Authorized Users, please notify us immediately via one of the three methods below:

- Email us at [ClientContactCenter@onecommunity.bank](mailto:ClientContactCenter@onecommunity.bank).
- Write to us at 733 N. Main Street, Oregon, WI 53575.
- Call us during business hours on a Business Day at (608) 838-3141.

## **9. Linking Practices**

The Services may provide links to information, products, or services offered on other third-party sites. These links are provided to you for convenience purposes. The Bank is not responsible for, nor does it control, the content provided by the linked sites. The Bank does not endorse or guarantee the products, information, or recommendations provided by the linked sites and is not liable for their validity. Each third-party site may provide less security and privacy protections than the Bank does. Your access, use, and reliance upon the content in the linked sites is at your own risk.

## **10. Geographic Restrictions**

The Services are offered solely to citizens and current residents of the United States of America. Citizens and current residents of the United States of America may not be able to access or use the Services outside of the United States of America. By using any location-based features, your geographic information may be captured through the Services. Your Device may allow you to deactivate location-based features; however, doing so may restrict the Services’ functionality on your Device.



## **11. The Services**

The Services may allow you to conduct a variety of transactions, including but not limited to the following:

- a. Depositing funds to or withdrawing funds from your checking or savings Account;
- b. Transferring funds between your checking and savings Accounts;
- c. Obtaining balance, transaction, and statement information on your Accounts;
- d. Viewing Account notifications;
- e. Managing debit and credit cards associated with your Accounts;
- f. Utilizing Account Switch Service (Section 13), CardSwap Service (Section 14), Bill Payment Service (Section 18), and Mobile Capture Service (Section 19);
- g. Initiating wire transfers and ACH entries; and,
- h. Engaging in other new or enhanced Services that we offer in the future, which will also be subject to the terms of this Agreement.

The Services do not provide legal, tax, or financial advice. As a result, before making any final decisions on transactions, you should consider obtaining additional information and advice from a legal, tax, or financial advisor who is fully aware of your individual circumstances. Not all Services listed above will be available in perpetuity. Some Services may be modified, deleted, enhanced, or added from time to time.

## **12. Other Software**

You may download or access, or you may permit a third party to download or access, your data within the Services using software tools outside of the Services ("Tools"). If you use or authorize the use of Tools using your data within the Services, you are responsible for obtaining any applicable licenses, and you assume all risks of using the Tools, including that your data may be compromised by unauthorized third parties. You and the provider of the Tools are responsible for maintaining the security and confidentiality of the data you share through the Tools.

## **13. Account Switch Service**

The automated transaction switching service ("Account Switch Service") is a personal finance management service that allows you to move your automatic transactions from Accounts at an existing financial institution ("Existing Financial Institution") to your Accounts at a new financial institution ("New Financial Institution") or set up new automatic transactions at a New Financial Institution. When the Account Switch Service is enabled, you expressly authorize us to retrieve your PINs, log-in information, and other content ("Account Information") maintained online by Existing Financial Institutions with which you maintain Accounts. We are not responsible for reviewing the Account Information for any purpose, including but not limited to for accuracy, legality, or non-infringement.



When displayed through the Service, Account Information is only as current as the session in which it is accessed, which reflects when the Account Information is obtained from the Existing Financial Institution. Such Account Information may be more up to date when obtained directly from the appropriate Existing Financial Institution.

#### **14. CardSwap Service**

You can swap out your preferred payment method for subscriptions and online vendors (“Vendors”) through the CardSwap Service (“CardSwap Service”). To use the CardSwap Service, you will need to link your debit or credit card Accounts on Vendors’ sites by providing us with the necessary information to access such Accounts. You acknowledge and agree that:

- a. Some Vendors may not allow us to access your Accounts;
- b. Vendors may make changes to their sites that may affect the overall performance of the CardSwap Service and prevent or delay swapping to such Vendors;
- c. Some Vendors may not accept swapping from every type of funding source; and,
- d. We may, in our sole discretion, impose limits on the amount and frequency of transactions you can initiate through the CardSwap Service.

We are not liable if the Vendors you are using the CardSwap Service for reject, return, mishandle, or delay your payment method for any reason.

#### **15. Fees**

We currently do not impose any fees or charges on you for using the Services, but your Accounts may be charged other fees as applicable. If we begin charging for using the Services, we will notify you of such fees or charges to the extent required by the Applicable Rules, and you authorize us to automatically deduct such fees or charges from the Account you choose.

#### **16. Text Messaging**

- a. **Terms.** If you provide us with a mobile phone number that has cellular service, you may send and receive text messages on your mobile device in connection with your access to and use of the Services, subject to our Security Procedures. By sending and receiving the text messages, you also agree to the terms and conditions in this Agreement. Message and data rates from your cellular service provider may apply when receiving and sending text messages. Text messages are used in conformity with our Privacy Notice.
- b. **Features.** If you would like to stop receiving text messages in connection with your access to and use of the Services, or you are deactivating the cellular service for the mobile phone number, text “STOP” to 41952, or call us at (608) 838-3141.



## 17. Transfers

- a. **Types.** You may use the Services to make either one-time or recurring transfers between your eligible internal Accounts (Accounts operated by the Bank) and external Accounts (Accounts operated by financial institutions other than the Bank). One-time transfers can be immediate or scheduled to occur on a future date.
- b. **Verification.** We, in our sole discretion using our then-current procedures, will determine if the two Accounts you would like to conduct transfers through are eligible for such transfers. By initiating transfers using the Services, you are indicating that you are an Authorized User on the Accounts and that the Accounts are located in the United States of America. We reserve the right to refuse any transfer request for any reason. We will notify you of our refusal if the Applicable Rules require such notification.
- c. **Instructions.** To send and receive transfers, you agree to us debiting your Account when we send the funds, and reversing the debit if the funds are returned for any reason, and crediting your Account when we receive funds. You will provide us with Instructions for the transfers you would like to conduct. You agree that your Instructions are authorizations for us to complete the transfer. Once we receive your Instructions, we may process your transfer. You are solely responsible for providing complete and accurate Instructions; contact us as soon as possible if you discover any errors in your Instructions. If your Instructions are incomplete or inaccurate, we may charge your Account for the transfer, regardless of whether we could have identified the error.
- d. **Limitations.** To protect your Account, your Account may be subject to amount and frequency transfer limitations. You must have sufficient funds in your Account to conduct a transfer. If we are aware that there are insufficient funds in your Account to make a transfer, we may refuse to make the transfer, or we may complete your transfer request and overdraw your Account. Regardless, you will be responsible for any insufficient funds charges that may apply. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage of funds from any other Accounts you have with us to the extent permissible by the Applicable Rules and Account Agreements.
- e. **Processing Transfers.** The length of time it will take us to process your transfer request and the availability of those funds will depend on the funds availability policies of the financial institution your external Account is located at. You agree we are not liable for any delays in processing your transfer or for any transfers that are returned if the delays or returns are due to circumstances beyond our control. Any transfers scheduled to occur on a non-Business Day may be processed on the next Business Day.



Although you can submit a transfer request through the Services 24 hours a day, seven days a week, the day you request us to *process* a transfer request using the Services (“Transfer Date”) must be a Business Day; if it is not, the day we actually process your transfer request will be the next Business Day. If on the Transfer Date, which is a Business Day prior to the time we stop processing transfer requests (“Cut-Off Time”), you submit a transfer request to occur on that Transfer Date, we will process your transfer on that Transfer Date. If on the Transfer Date, which is either not a Business Day or is a Business Day after the Cut-Off Time, you submit a transfer request to occur on that Transfer Date, we will process your transfer request on the next Business Day.

If a debit on any of your Accounts, or any portion of a debit, has failed and the credit side of the transfer has been released and cannot be collected, and we cannot debit the debited or credited Account, you agree that we may debit any of your Accounts to offset the deficiency. You will be notified of this offset by reviewing the transfers in your Account.

- f. **Changing Transfers.** You are not able to modify or cancel any transfers that are set to take effect immediately. You can only modify or cancel a transfer that is to occur on a future date if we have not begun processing the transfer; if we have already started processing, we do not guarantee we will be able to reverse the transfer and are not liable for failing to do so.

## 18. Bill Payment Service

Our “Bill Payment Service” allows you to pay your current, future, and recurring bills through your access to and use of the Services.

- a. **Verification.** You may pay entities, including utility companies, merchants, etc., within the United States of America, that we, in our sole discretion using our then-current procedures, determine are eligible for the Bill Payment Service (“Payee”). By initiating payments using the Services, you are indicating that you are an Authorized User on the Accounts and that the Accounts are located in the United States of America. We reserve the right to refuse any payment request for any reason, except to the extent required by the Applicable Rules. If we refuse a payment request, we will notify you of such refusal either orally, electronically, or in writing.
- b. **Instructions.** To initiate a payment using the Bill Payment Service, you must provide us with Instructions containing the details, as identified in our then-current procedures, of the payment you would like to process. You agree that your Instructions are authorizations for us to complete the payment. Once we have received your Instructions, we may process your payment. You are solely responsible for providing complete and accurate information in the Instructions; you must contact us as soon as possible if you discover any errors in your Instructions. If your



Instructions are incomplete or inaccurate, we still may charge your Account for the payment, regardless of whether we could have identified the error.

- c. **Limitations.** To protect your Account, your Account may be subject to amount and frequency payment limitations. You must have sufficient funds in your Account to conduct a payment. If we are aware there are insufficient funds in your Account to make the payment, we may refuse to make the payment, or we may complete your payment request and overdraw your Account. Regardless, you will be responsible for any insufficient funds charges that may apply. If we complete a payment that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage of funds from any other Accounts you have with us to the extent permissible by the Applicable Rules and Account Agreements.
- d. **Processing Payments.** Although you can submit a payment request through the Bill Payment Service 24 hours a day, seven days a week, the day you request us to *process* a payment request using the Bill Payment Service (“Payment Date”) must be a Business Day; if it is not, the day we actually process your payment request will be the next Business Day. If on the Payment Date, which is a Business Day prior to the Cut-Off Time, you submit a payment request to occur on that Payment Date, we will withdraw the funds from your Account and will pay your Payee on that Payment Date. If on the Payment Date, which is either not a Business Day or is a Business Day after the Cut-Off Time, you submit a payment request to occur on that Payment Date, we will process your payment request on the next Business Day.
- e. **Changing Payments.** You are not able to modify or cancel any payments that are set to take effect immediately. You can only modify or cancel a payment that is to occur on a future date if we have not yet begun processing the payment; if we have already started processing, we do not guarantee we will be able to reverse the payment and are not liable for failing to do so.
- f. **Liability.** If you have insufficient funds in your Account prohibiting us from processing your payment request, we are not liable for late fees or charges your Payee will assess on you if your payment is late or inaccurate. You are solely and completely responsible for requesting a Payment Date with accurate and complete Instructions that will allow your Payee’s payment to be received by them prior to its due date. We are also not liable for delays or failures of other parties in processing your payment request, including mailing vendors. We recommend you schedule your Payment Date to be well in advance of its due date to allow for any processing delays.

## 19. Mobile Capture Service

Our “Mobile Capture Service” allows you use your mobile Device to scan images of checks to make deposits to your Accounts through your access to and use of the Services.



- a. **Eligibility.** To use the Mobile Capture Service, you must have a mobile Device equipped with a cellular plan or Internet, a camera, and the required software compatible to operating the Mobile Capture Services.
- b. **Depositing Checks.** You must endorse any checks you would like to deposit through the Mobile Capture Service as “For Mobile Deposit at One Community Bank Only.” You agree that such endorsement is authentic and authorized. You must use your mobile Device to take a photo of the check which captures items such as all four corners of the front and back of the check, the signatures and endorsement, and MICR information, (“Check”) you wish to deposit into your Account. You agree that you will only attempt to deposit a Check as that term is defined in Federal Reserve Board Regulation CC (“Reg CC”). You agree that the Check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the then-current Uniform Commercial Code in the state of Wisconsin. You also agree that you will not use the Mobile Capture Service to deposit any Check or other item that is prohibited, including but not limited to those that:
  - i. Are prohibited by the Applicable Rules;
  - ii. Are not payable to you, or are not payable to you but then endorsed by you, unless you are an Authorized User and the Applicable Rules allow it;
  - iii. You know or believe, or should know or believe, is fraudulent or otherwise not authorized;
  - iv. Are marked as “non-negotiable”;
  - v. Are drawn on financial institutions located outside the United States of America or its territories or are not payable in U.S. dollars;
  - vi. We cannot deposit into an Account per our Account Agreements;
  - vii. Have already been deposited by you and therefore are duplicates;
  - viii. Are dated more than six months old; or,
  - ix. Are endorsed by a bank as a “substitute check” as defined by Reg CC.

You agree that you have not altered any Check that would originally be prohibited in any way to make it not prohibited. You agree that all Checks you submit contain true, accurate, and complete information, comply with this Agreement, and are and will be bona fide transactions. If you deposit any Check or item that is prohibited, you agree to indemnify us, hold us harmless, and reimburse us, including for reasonable attorneys’ fees, for any costs we incur in connection to a breach of your covenants or obligations under this Agreement. To secure your obligations to us in this Agreement, you are granting us a security interest in all Accounts you have with us, except where prohibited by the Applicable Rules.

- c. **Processing.** You will submit your Checks and other required information (“Request Package”) to us through the Services. You agree that your Request Package will not



contain any computer viruses or otherwise harmful data. Your Request Package will only be accepted if we determine in our sole discretion that the Checks and other required information meet our quality standards and procedures and regulatory requirements (“Requirements”), which may be amended from time to time. We reserve the right to reject any Check that does not meet the Requirements, and we shall not be liable for such rejection. Your Request Package is deemed received by us once you receive a confirmation notification, although such notification does not deem it an approved request (“Final Package”). We will notify you if we need you to resubmit the Requirements to deem your submission a Final Package.

Once we deem your Request Package a Final Package and we receive final payment of the Check from the clearing agent we select in our sole discretion, we will credit your Account for the amount of the Check, subject to your Account Agreement. We are not liable for any negligence of the clearing agent in processing your funds. If we have already credited your Account for the amount of the Check prior to receiving final payment of the Check and then learn of its dishonor or non-payment, your original Check may not be returned to you, and you agree we will chargeback your Account for the total amount of the Check plus any applicable fees. We are not liable for these fees relating to our chargeback of a non-payment Check. If such a Check is returned back, you agree not to submit that Check in a Request Package to us again.

- d. **Funds Availability.** The funds from your Final Package will be available to you, or put on hold by us, in accordance with the parameters specified in your Account Agreement.
- e. **Limitations.** To protect your Account, your Account may be subject to amount and frequency limitations when using the Mobile Capture Service. We reserve the right to refuse any Mobile Capture Service for any reason, except to the extent required by the Applicable Rules. If you would like us to process your Request Package on the same day you submit it, we must receive it prior to our Cut-Off time on a Business Day. If we receive your Request Package after our Cut-Off time on a Business Day or during a non-Business Day, we will process it on the next available Business Day. If you would like more information regarding our current amount and frequency limitations on your Account or our Cut-Off times, please contact us at (608) 838-3141. If, for any reason, you are unable to submit a Request Package through the Mobile Capture Service, you can deposit your Checks by visiting one of our physical locations, with said submissions being governed by your Account Agreement and not this Agreement.
- f. **Disposal of Checks.** Until a Check in your Request Package has been posted to your Account, we recommend you retain it. Once a Check in your Request Package has been posted to your Account, though, you agree to mark it as “VOID” and continue safely and securely retaining it for 60 days before you destroy it via a commercially



reasonable method. During these 60 days, we may ask you for another copy of your Check to help us resolve claims by third parties or for audits; you shall provide such copy within ten days of our request. You agree never to submit the posted Check through a Request Package to us again or to another financial institution for purposes of depositing the funds. You agree to indemnify us, hold us harmless, and reimburse us for any costs we incur in connection to your destruction of the Checks.

## **20. Electronic Funds Transfers (“EFTs”)**

This Section 20 applies to EFTs on any Accounts subject to the Electronic Fund Transfer Act and Regulation E, notwithstanding any provisions in this Agreement to the contrary.

- a. **Periodic Statements.** You will get a monthly Account statement from us for your checking Account(s). You will get a monthly Account statement from us for your savings Account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.
- b. **Preauthorized Payments.**
  - i. **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here is how: Call us at (608) 838-3141 or write us at 733 N. Main Street, Oregon, WI 53575 in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
  - ii. **Notice of Varying Amount.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
  - iii. **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- c. **Financial Institution’s Liability for Failing to Make Transfers.** If we do not complete a transfer to or from your Account on time or in the correct amount according to this Agreement and your Account Agreements, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
  - i. If, though no fault of ours, you do not have enough money in your Account to make the transfer;



- ii. If you have an overdraft line and the transfer would go over the credit limit;
- iii. If the automated teller machine where you are making the transfer does not have enough cash;
- iv. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- v. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or,
- vi. There may be other exceptions stated in our Account Agreements.

**d. Unauthorized Transfers.**

**i. Consumer Liability.**

Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two Business Days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two Business Days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

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, 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 periods.

- ii. **Contact in Event of Unauthorized Transfer.** If you believe your card and/or code has been lost or stolen, call us at (608) 838-3141 or write us at 733 N. Main Street, Oregon, WI 53575. You should also call the number or write to the address above if you believe a transfer has been made using the information from your check without your permission.

**e. Error Resolution Notice.**



In case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this Agreement, 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 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 complaint or question 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:

ONE COMMUNITY BANK  
CLIENT CONTACT CENTER  
733 N. MAIN STREET  
OREGON, WI 53575

Business Days: Monday through Friday  
Excluding Federal Holidays

Phone: 608.838.3141

MORE DTAILED INFORMATION IS AVAILABLE ON REQUEST



## **21. Unauthorized Transactions or Errors on Non-Personal Accounts**

If you are an Authorized User on a business or otherwise non-personal deposit Account and discover unauthorized transactions or errors on that Account, you must provide us with written notice within a reasonable time (not to exceed 60 days) after you discover the unauthorized transaction or error. We will follow our Security Procedures in validating and processing your notice.

## **22. Termination or Suspension**

Both you and we may terminate this Agreement at any time, with or without cause. To terminate your access to and use of the Services, you are required to notify us through one of the methods below:

- Email us at [ClientContactCenter@onecommunity.bank](mailto:ClientContactCenter@onecommunity.bank).
- Write to us at 733 N. Main Street, Oregon, WI 53575.
- Call us during business hours on a Business Day at (608) 838-3141.

In your notification of termination, please provide us with your name, address, and the effective date of your termination.

We may also temporarily suspend any or all of your access to and/or use of the Services without notice to you, with or without cause, including, but not limited to if: (1) you violate the terms of this Agreement or any other Account Agreements; (2) you fail to timely pay any fee described in this Agreement or in your Account Agreements; (3) we determine it is impractical or illegal to provide any or all of the Services because of changes in the Applicable Rules; (4) we, in good faith, believe your use of the Services has been compromised or threatened by an unauthorized user; (5) your Accounts are not, in our discretion, in good standing; (6) we determine that suspension is necessary to protect us from harm or compromise on our integrity, security, reputation, or operation; or, (7) we detect or reasonably suspect a virus or other program, design, or instruction may be used to interfere with our technology or other computer systems.

To the extent required by the Applicable Rules, we will promptly notify you if we terminate or suspend your access to or use of the Services. If either Party terminates or we suspend the Services, you will be solely responsible for ensuring any scheduled transactions that were to occur through the Services are rerouted to other platforms. Termination or suspension shall in no circumstance or event limit your obligation or liability for any transaction initiated under this Agreement prior to the termination or suspension or for your indemnification obligations, which shall survive the date of such termination or suspension.



### **23. Account Agreements**

To the extent permitted by the Applicable Rules, your Accounts are subject to both this Agreement and the Account Agreements. This Agreement supplements, but does not replace, other Account Agreements you entered into for any product or Account. If the terms and conditions of this Agreement conflict with those of another Account Agreement you entered into, or the Account Agreement contains terms not provided in this Agreement, this Agreement shall control in relation to the Services, and the Account Agreement shall control in all other matters.

### **24. Intermediaries and Third Parties**

You agree that we may use any means or routes we consider suitable to perform the Services, including working with other financial institutions and intermediary banks, agents and sub-agents, clearing houses, funds transfer systems, communications systems, payment networks, and other providers ("Intermediaries"). We shall not be liable for the negligence, delays, acts, omissions, or any errors of the Intermediaries. However, we may also enlist the support of other parties to either fully provide, or assist us in providing, our Services to you (each a "Third Party"). References in this Agreement to us may include any Third Party. No Intermediary shall be considered a Third Party.

### **25. Disclaimer of Warranties**

EXCEPT TO THE EXTENT PROHIBITED BY THE APPLICABLE RULES, WE MAKE NO, AND DISCLAIM ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OF ANY ASPECT OF THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT. WE ALSO DO NOT MAKE ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR SECURED.

### **26. Limitations of Liability**

EXCEPT TO THE EXTENT PROHIBITED BY THE APPLICABLE RULES OR OTHERWISE PROVIDED IN YOUR ACCOUNT AGREEMENT, YOU AGREE THAT YOU ARE USING THE SERVICES AT YOUR OWN RISK. WE WILL EXERCISE ORDINARY CARE IN PROVIDING AND MAINTAINING THE SERVICES. WE WILL ONLY BE LIABLE IF DAMAGE IS CAUSED DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL CLERICAL ERRORS OR MISTAKES OF JUDGMENTS CONSTITUTE FAILURE TO EXERCISE ORDINARY CARE.



BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT ARE A BARGAINED FOR ALLOCATION OF RISK. YOU AGREE THAT OUR OBLIGATIONS TO YOU ARE LIMITED TO THOSE IDENTIFIED WITHIN THIS AGREEMENT, WHICH ARE YOUR EXCLUSIVE REMEDY. YOU AGREE THAT WE OR OUR THIRD PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES, INCLUDING FOR MAINTENANCE OF AND COMPATIBILITY ISSUES WITH THE SERVICES OR ISSUES WITH INTERNET ACCESS, EVEN IF WE OR OUR SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY LIABLE FOR ANY ERRORS YOU MAKE IN USING THE SERVICES, INCLUDING BUT NOT LIMITED TO ENTERING IN THE WRONG ACCOUNT NUMBER OR TRANSACTION AMOUNT. WE ARE ALSO NOT LIABLE FOR DAMAGES OR LOSS YOUR DEVICES EXPERIENCE BECAUSE OF VIRUSES OR DEFECTS YOU HAVE BEEN INFECTED WITH THROUGH YOUR ACCESS TO AND USE OF THE SERVICES, UNLESS SUCH VIRUSES OR DEFECTS ARE DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **27. Indemnification**

Except to the extent prohibited by the Applicable Rules, you agree to indemnify and hold harmless us, our directors, officers, shareholders, employees, attorneys, and agents from and against any and all loss, actions, causes of action, proceedings, liability, claims, demands, judgments, and expenses (including reasonable attorneys' fees) arising out of, or in any way connected with, whether by you or an Authorized User, the access to or use of the Services or breach of this Agreement. Our right of indemnification is absolute and unconditional, shall survive any termination of this Agreement, and shall not be subject to reduction, setoff, defense, counterclaim, or deferment. However, you will not be required to indemnify us for damages if the damage is proximately caused by our gross negligence or willful misconduct.

## **28. Confidentiality**

Securely protecting your privacy and Confidential Information is of utmost importance to us. If you are accessing and using the Services in connection with your personal or individual Account with us, our "Privacy Notice" will apply to your accessing and using the Services. Our Privacy Notice was provided to you at Account opening, if not more recently. Our then-current Privacy Notice can also be accessed either separately or within your Account Agreement online at <https://www.onecommunity.bank>, or you can call us at (608) 838-3141 to obtain a current version.



If you share your Confidential Information with a third party, that third party, and not us, is now responsible for securely protecting your privacy and Confidential Information. In this case, your Confidential Information will no longer be subject to our Privacy Notice.

### **29. Waiver**

A Party's failure or delay to exercise any right or privilege, either in whole or in part, under this Agreement does not serve as a waiver of any provision of this Agreement. To waive any provision of this Agreement, the waiving Party must submit to the breaching Party a written notice signed by a duly authorized representative of the waiving Party explicitly informing the breaching Party of the waiver. The written notice will serve to waive only the current breach and not any subsequent breaches by the breaching Party of the same or other provisions of this Agreement.

### **30. Severability**

If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, or if any provision of this Agreement conflicts with the Applicable Rules, that provision will be revised, in accordance with the Applicable Rules, to reflect the Parties' original intentions. The remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by the Applicable Rules.

### **31. Force Majeure**

We shall not be responsible for our delay or failure to perform any of our obligations, both expressed or implied, within this Agreement if our performance would violate the Applicable Rules, or if our delay or failure to perform is due to an act of God, fire, flood, adverse weather, war, riots, acts of governmental authority or the Board of Governors of the Federal Reserve, labor strikes or stoppages such as with the U.S. Postal Services, or generally any other cause that is reasonably beyond our control that would affect our performance of this Agreement.

### **32. Governing Law and Venue**

The laws of the State of Wisconsin shall apply to control this Agreement, without regard to principles of conflicts of laws. The venue for any litigation relating to this Agreement shall lie exclusively with the appropriate federal or state court having jurisdiction over Dane County, Wisconsin.

### **33. Amendment**

We reserve the right to modify, amend, supplement, or cancel any portion of this Agreement, including the Services and Security Procedures, at any time in our discretion. We will notify you of changes in this Agreement by either sending you a notice or an amended Agreement or making our amended Agreement publicly available for you to access. If you continue using the



Services after you are notified of the amended Agreement, you are providing your acceptance of the amended Agreement. If you do not agree to the amended Agreement, you may terminate your use of the Services, thus ending this Agreement.

#### **34. Assignment**

You may not assign or delegate any of your rights or obligations under this Agreement to any other person or entity, but the provisions of this Agreement shall be binding upon and inure to the benefit of any legal successor of the Parties, whether by merger, consolidation, or otherwise. We may assign or delegate some or all our rights and responsibilities to other parties.

#### **35. Third Party Beneficiaries**

This Agreement is made solely and specifically for the benefit of the Parties and their successors, assigns, and affiliates. No other person or entities shall have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

#### **36. Headings**

The Section headings within this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

#### **37. Relationship of the Parties**

This Agreement will not be construed as creating any other agency relationship, partnership, joint venture, fiduciary duty, or any other form of a legal association between the Parties. The Parties will remain independent contractors with each other. Unless expressly agreed to in another writing by the Parties, neither Party will have any right or authority, express or implied, to assume or create any obligation, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any other respect.

#### **38. Survival**

The provisions identified in this Agreement shall survive the termination of this Agreement.