



**Middleton Community Bank
Service Agreement for
Online Banking and Bill Payment**

1. **GENERAL.** This agreement ("Service Agreement") applies to various online banking and bill payment services ("Service(s)") provided by Middleton Community Bank. "You" and "your" means each person agreeing to, using or accessing these Services, both on your behalf and, if applicable, on behalf of your business as its authorized representative. "Us," "we" and "our" means Middleton Community Bank. When you use or you permit any other person(s) to use, any part of this Service you agree to the terms and conditions of this Service Agreement. This Service Agreement and the Services are also subject to other agreements between you and us including Deposit Account Rules. In case of conflicts, this Service Agreement will control.
2. **ELIGIBLE ACCOUNTS.** To use the Services, you must have an eligible account. Eligible accounts for online banking include Middleton Community Bank checking, savings, money market, CD and IRA's as well as consumer loan accounts and certain business loan accounts. Eligible accounts for bill payment are checking accounts only. Some (but not all) types of accounts that have multiple authorized signers for withdrawals can be eligible accounts. Deposit and loan accounts that have a common signer for withdrawals or a common borrower may be linked for access purposes. If your business is eligible to be included in the Service, the business accounts can also be linked with your personal accounts for access purposes. Be aware that any signer, acting alone, will be authorized to access a linked account. An account that requires 2 signatures for withdrawals may not be an eligible account.

Also, as discussed in Section 6, your ability to access accounts online, including certain personal accounts that have been linked to eligible business accounts, may be terminated if we are presented with, and in good faith rely on, resolutions or any other documentation purporting to remove you as a signer or authorized user from any eligible business account.

3. **TYPES OF SERVICES; TRANSACTION PROCESSING TIMES; LIMITATIONS.**
 - a. **Online Banking**
 1. Funds Transfers. You may use online banking to perform unlimited transfers between eligible accounts, provided that you perform no more than 6 transfers per month from any savings or money market account. (Federal regulation limits the number of withdrawals or transfers that may be made from a savings or money market account. You may make no more than 6 withdrawals and/or transfers per month by pre-authorized or automatic transfer, telephonic transfer, check, debit card or similar order payable to third parties.) All online banking transfer requests received after 6:00 p.m. CT on a Business Day will be processed on the next Business Day.
 2. Balance Inquiries. You may use online banking to check the current balance and other account information on all of your deposit accounts and most loan accounts.
 3. Account Services. You may use online banking to view copies of checks, transaction sets and deposit statements, place stop payments on checks, download your account information to personal management software and set up account alerts.
 - b. **Bill Payment**
 1. One-time payments are payments that you enter each time you want to make a payment. You schedule the date that you want the Bank to send the payment(s) ("Payment Date"). The Payment Date is the date that the Bank processes your payment, but it is not necessarily the date that your payment is processed by the payee. Please refer to the processing times set forth in this section for more information.
 2. Recurring payments are sent automatically on an outgoing basis. You set up payment rules based on the frequency, amount, and timing of a payment, however, the amount of a recurring payment is fixed and will not fluctuate unless you change the amount through the bill payment system.
 3. Processing Times: Bill payments submitted, recurring or one-time payments, before 12:00 p.m. (Noon) CT on a Business Day will be processed on the same Business Day. Payments that are entered after this cut-off time or on a day that is not a Business Day will be scheduled and processed on the next Business Day. Scheduled recurring payments that fall on a weekend or not on a Business Day will be processed on the prior Business Day. To ensure on-time payments, allow at least 2 Business Days for electronic payments and 5 Business Days for check payments.
4. **AUTHORIZATION FOR SERVICES.**
 - a. **General.** With regard to all Services, you are responsible for having sufficient and available funds on deposit to make payments in full or transfer on scheduled dates.
 - b. **Bill Payment Service.** Electronic payments are verified for funds availability during processing. If the funds are available, the account that you selected for the payment will be debited and the information sent on to the electronic vendor for processing. If the funds are not available, the electronic payment will not be processed and you will receive a message to inform you that the payment could not be sent due to insufficient funds. Each day the electronic payment will be resubmitted for you until either you delete the payment or the funds are in the account to make the payment. You authorize us to follow your payment instructions. For an electronic payment, funds are debited the same day that the payment is sent, providing it is sent by 12:00 p.m. (Noon) CT. An electronic payment submitted after 12:00 p.m. (Noon) CT is debited the next Business Day during bill payment processing. Check payment funds are debited from the account when the check clears your account at the bank. Check payments are handled in the same manner as a check written out of your checkbook. When the check is presented to our bank, we may deduct payment from your designated account, even if the check creates an overdraft. You are liable for all overdraft fees.
5. **UNAUTHORIZED TRANSACTIONS.** An "unauthorized transaction" is an online banking transfer or bill payment that does not benefit you; it is not caused by your negligence or intentional act and is made by a person who does not have authority to make such payment or transfer. A transaction by a joint account holder or other person with an interest in your account is not an unauthorized transaction. Contact us immediately if you believe someone has obtained your online banking ID or PIN/Password ("Codes") or if someone has transferred or may transfer money from your accounts without your permission. Contacting us at 608 824-3200 is the best way of minimizing your losses. Alternatively you may write to us at: Middleton Community Bank, 3207 Parmenter Street, Middleton, WI 53562.

6. YOUR LIABILITY AND RESPONSIBILITIES.

- a. **Personal Accounts.** Tell us AT ONCE if you believe your Codes have been compromised, or if someone has transferred or may transfer money from your account without your permission. 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 2 Business Days after you learn of the loss or theft of your Codes, you can lose no more than \$50 if someone used your Codes without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Codes, and we can prove we could have stopped someone from using your Codes 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, 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.
- b. **Business Accounts.** You assume full responsibility for all transfers of funds made by us to or from your eligible business account in accordance with this Service Agreement and at your request or at the request of anyone who purports to be you or uses your Codes. You hereby agree to the security procedure described in Section 19 of this Service Agreement and acknowledge that such security procedure is a commercially reasonable method of providing security against unauthorized payment instruction. You will be bound by any payment or transfer instruction that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Although we are liable for a breach of security in our own internal system, you are solely responsible and liable for a breach of security occurring on or in connection with a computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, by whatsoever means. A breach of security includes, but is not limited to, phishing, pharming, keylogging, or other fraudulent activity enabled by malware. If we do bear responsibility, it shall extend only to losses caused solely and directly by us, and our liability will in any event be limited as expressly provided in Sections 7 and 8 of this Service Agreement.
- c. **Responsibilities.** Upon termination of any Service, you will be responsible for making arrangements to pay any future, recurring or automatic payments. We reserve the right to refuse to pay a payee for any reason that we deem sufficient including, without limitation, if (a) your designated account has insufficient available funds, (b) payee has refused to accept a payment, (c) you attempt to make a payment directly to a governmental agency or a to a Payee outside of the United States or a U.S. Territory, (d) you attempt to make a court directed alimony or support payment, or (e) you are making payments to a payee, the underlying purpose of which violates any state or federal law.

Except where expressly stated otherwise, you are solely responsible and liable for paying your bills and for making alternative arrangements of receiving or paying your bills if for any reason you cannot access Services on the Middleton Community Bank web site or Services are terminated by you or us.

The online banking Codes issued are for your personal use and should be kept confidential to you. Never disclose your Codes to any other person. You may change your PIN/Password at any time by clicking on "Options." For security purposes, the system will automatically prompt you to change your PIN/Password if you have not changed it in 45 days. You should carefully select a PIN/Password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.)

- d. **Your removal from an eligible business account.** If you are a signer or an authorized user on an eligible business account, as described in Section 2, we may, in good faith, rely on resolutions or any other documentation presented to us which purports to remove you as a signer or authorized user on such business account. If you are removed, your online access to such accounts will be terminated. In the event you have linked your personal accounts to such business accounts, your ability to view your personal accounts statements online may also be terminated. In the event you are removed as a signer from a business account to which you have previously linked personal accounts, you should contact us immediately at 608 824-3200. We will help you create a new online banking profile that will allow you to regain online access to your personal accounts.

7. FINANCIAL INSTITUTION'S LIABILITY.

The date that a Payee credits a payment depends upon the payment or processing procedures of the Payee as well as any specific requirements for payments. We will use good faith efforts to complete all of your transactions properly. However we incur no liability if we are unable to complete any payments or transfers properly because of any one of the following circumstances:

- a. Your designated account does not contain sufficient available funds to complete the transfer or the payment, or the transfer would exceed the credit limit of your designated account's overdraft line.
- b. Your failure to follow a Payee's payment requirements.
- c. The Services, our equipment, the software, or communication link is not working properly.
- d. The Payee delays posting a payment, or refuses or is unable to accept a payment.
- e. If you have not provided us with the correct name(s), address or account information for Payee.
- f. You fail to provide Payee or us with your updated or changed personal information.
- g. Your subscription to the Service has been terminated for any reason.
- h. If circumstances beyond our control including, but not limited to, fire, flood or interference from an outside force, prevent the proper execution of the transaction.
- i. The transfer of your funds is restricted by legal process or holds.
- j. You fail to logon to the Middleton Community Bank online banking Web site to check on the delivery or status of a bill payment. You fail for any reason to receive a notification or reminder regarding the delivery or status of a bill payment.
- k. Delays in any mail service or e-mail services.
- l. Other exceptions stated in this Service Agreement or related agreements or Deposit Account Rules.

Provided none of these circumstances are applicable, if we cause an incorrect amount of funds to be removed from your designated account or cause funds from your designated account to be directed to an improper person, we shall be responsible for returning the improperly transferred funds to your designated account.

If you follow all of the procedures described in this Service Agreement, and if we, solely as the direct result of our error, misdirect or fail to timely send a properly authorized and properly set up payment or transfer, then we will reimburse you for any late charge penalty assessed by a Payee, because your payment was received late. If, solely as a direct result of our error, we incorrectly execute the amount

of your payment or transfer request, then we will credit or debit your account, whichever may be applicable, with the difference between the actual amount that we debited and the proper amount that should have been debited. If, solely as a direct result of our error, we send a payment or transfer to an incorrect person, then we will return the improperly transferred funds to your account and subsequently pay or transfer the funds from your account to the proper Payee. In all other events, the risk of incurring and the responsibility for paying any and all late charges or other damages or penalties shall be borne exclusively by you. If you think you are entitled to a reimbursement for a late charge penalty, call us at 608 824-3200.

8. **DAMAGES.** OUR RESPONSIBILITIES ABOVE FOR LATE CHARGES AND INCORRECT OR MISDIRECTED PAYMENTS OR TRANSFERS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES) CAUSED BY THE SERVICE OR THE USE OF THE SERVICES OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER, SOFTWARE OR ANY INTERNET ACCESS SERVICES.
9. **WARRANTY DISCLAIMER.** THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS." WE DO NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, CONCERNING THE HARDWARE, SOFTWARE OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. **EQUIPMENT REQUIREMENTS.** You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software and Internet access services necessary for performing online service. We will not be responsible for failures from the malfunction or failure of your hardware, software or any Internet access services.
11. **FEES.** If applicable to you and your account, you agree to pay the fees for the Services in accordance with our fee schedules and disclosures as established and amended by us from time to time. We may automatically deduct these fees from an eligible account even if they create an overdraft, and we may assess the appropriate overdraft fees.
12. **CHANGES; AMENDMENTS; REVISIONS.** We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue the Services or any aspect, feature or function of the Services at any time, including content, hours, and equipment needed to access or use (Change(s)). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, or other terms and conditions of this Service Agreement at any time. Unless an immediate Change is necessary to ensure the security of the Services or your accounts, we will send you notice to the mail address or e-mail address we currently possess in our file at least 21 days before the effective date of any Changes if required by law. If provided electronically, disclosures will be provided to you in one of several ways. These are as follows: (a) by online banking message, (b) by e-mail at the e-mail address we have on record, (c) by access to a Web site that we will identify in an e-mail notice we send to you at the time the information is available, or (d) to the extent permissible by law, by access to a Web site that generally we will identify in advance for such purpose.

Any use of the Service after we send you a notice of Change will constitute your agreement to such Change(s).

13. **TERMINATION OR DISCONTINUATION.** In the event that you wish to discontinue any or all of the Services, you must contact us in writing. Written notice of service discontinuance must be supplied 10 Business Days prior to the actual discontinuance date and must be sent or faxed to:
Middleton Community Bank
3207 Parmenter Street
Middleton, WI 53562
Or
Fax us at: 608 831-3738

We reserve the right to suspend, revoke or terminate your use of the Services in whole or in part for any reason, including inactivity, at any time. Suspension, revocation, termination or discontinuance will not reduce your liability or obligations under this Service Agreement.

Since Service cancellation requests take up to 10 Business Days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the Service. We will not be liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by you of Service termination or discontinuance for any reason.

14. **BUSINESS DAYS.** Business Days are Monday through Friday, except federal holidays.
15. **DISCLOSURE OF ACCOUNT INFORMATION.** We will disclose information to third parties about your account or the transactions you make: (a) where it is necessary for completing transfers or resolving errors or claims; (b) in order to verify the existence, amount or condition of your accounts for third parties, such as credit bureaus, merchants or other financial institutions; (c) in order to comply with subpoenas, summonses, search warrants or requests from government agencies; (f) to others with your consent; and (h) otherwise in accordance with our privacy policy we provide to you.
16. **ACCOUNT STATEMENTS.** You will get a monthly account statement (unless there are no transfers and bill payments in a particular month). In any case you will get a statement at least quarterly.
17. **CANCELING TRANSFERS AND PAYMENTS.**
 - a. **Transfers.** Using online banking, transfers can be canceled or changed prior to 6:00 p.m. CT on a Business Day.
 - b. **Bill Payments.** Using online banking, bill payments can be canceled on the Business Day prior to the date the payment is scheduled to be processed.
 - c. **Stop Payments.** The easiest and most convenient way to cancel a transfer or payment is to sign on to online banking. Alternatively, you may request to cancel a transfer or bill payment by calling us at 608 824-3200 or writing us at 3207 Parmenter Street, Middleton, WI 53562, in time for us to receive your request, 3 Business Days or more before the transfer or payment is scheduled to be processed. 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. If you call

or write to cancel a payment or transfer that is pending, you will be charged for a stop payment fee in accordance with our fee schedules and disclosures.

18. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTONIC TRANSFERS. (Applicable to personal accounts.)

Telephone us at 608 824-3200 or write us at 3207 Parmenter Street, Middleton, WI 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.

- Tell us your name and account number.
- 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.
- 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business 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.

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.

19. SECURITY NOTICE. To help protect our customers from security threats, we utilize the following approach, which you hereby agree to. You acknowledge that these procedures are a commercially reasonable method of providing security against unauthorized payment orders or other transactions and that these procedures are not for the detection of error.

- a. We will do the following, as applicable:
 - Offer customer education and awareness programs dealing with identity theft, phishing, smishing and malware.
 - Identification of customers when logging on will consist of multi-factor authentication. We reserve the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.
- b. You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following:
 - Desktop firewall used to prevent unauthorized access to your network
 - Updated anti-virus protection used to prevent your computer or other access device from being victimized by the latest viruses and trojans.
 - Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your Web activities.
 - Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability.
 - A product that indicates the Web site you are on, or an Internet browser that indicates the site name.