

## **BUSINESS ONLINE BANKING SERVICES AGREEMENT**

**I ACCEPT and AGREE BY USING ANY OF SETTLERS BANK'S ONLINE BANKING SERVICES (AS DESCRIBED HEREIN), I AGREE TO BE BOUND BY AND FULLY COMPLY WITH EACH AND EVERY PROVISION OF THIS ONLINE BANKING SERVICES AGREEMENT.**

### **ONLINE BANKING SERVICES AGREEMENT**

THIS ONLINE BANKING SERVICES AGREEMENT states the terms and conditions that apply when you use Settlers bank Online Banking Services. These terms and conditions are in addition to those that otherwise apply to any accounts you have with us or any other services by us for you. You must also follow all of our instructions, procedures, and policies applicable to Online Banking Services.

#### **1. Access.**

You acknowledge and agree that any person using Online Banking Services must be at least eighteen years old. Persons under 18 are prohibited from accessing or using Online Banking Services.

#### **2. Acceptance and Amendment of this Agreement.**

You agree to all of the provisions of this Agreement and each amendment to this Agreement by any and all of the following means: (a) using our Online Banking Services to perform any transaction; (b) causing your company representative to consent to this Agreement, if you are a business entity; and (c) completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

If you provide electronic consent or use of our Online Banking Services has the same effect as if you had signed this Agreement with your physical signature or that of your authorized company representative.

Financial Institution may request credit information including obtaining a credit report. Financial Institution may assign limits for some services as listed on the Authorization and Consent form. These limits will be reviewed and may be amended. Company acknowledges that the limits are solely for the protection of the financial institution and its assets. Company understands that daily requests to exceed limits are at the sole discretion of the financial institution.

We may amend this Agreement at any time. We will comply with any notice requirements under Applicable Law for such changes. If Applicable Law does not specify

any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice, which methods may include without limitation sending electronic notice or posting such amendment on the Web Site. The use of the Online Banking Services by you, the Master User, and any Sub-User after the effective date of any such amendment shall constitute an acceptance by you of such amendments to this Agreement. You shall be responsible for establishing an internal procedure for reviewing the Web Site and any messages sent by us to you through Online Banking Services on a regular basis to obtain timely notice of amendments to this Agreement. You agree not to contest the validity or enforceability of this Agreement as amended per this Section. The course of dealing among the Parties shall not modify or amend this Agreement in any respect.

You are not permitted to alter or amend this Agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

#### **3. Explanation of Certain Terms.**

For purposes of this Agreement, the following terms and all variations thereof (including the singular, plural, and possessive and the past, present, and future tense) shall have the following meanings:

"ACH Rules" means the rules of the National Automated Clearing House Association and any other relevant clearing house associations, as amended from time to time.

"Agreement" means this Online Banking Services Agreement and any amendments made in accordance with the provisions of this Agreement.

"Applicable Law" means the constitutions, statutes, codes, ordinances, rules, regulations, orders, decisions, judgments and decrees of any governmental authority of the State of WI and any other governmental authority having jurisdiction over the Parties.

"Bank", "we", "us", "our" mean Settlers bank and any other person or legal entity whom we designate to provide Online Banking Services.

"Business Day" means a calendar day other than Saturday, Sunday and Federal Holidays.

"Connected Accounts" shall mean and refer to any one or more of the deposit, loan, or other accounts designated by you for use in connection with Online Banking Services.

"Connect" your account(s) means to enable you to obtain information and perform transactions we make available for your qualifying accounts over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

"Customer", "you", and "your" mean an individual person or business entity that we permit or they permit to use Online Banking Services.

"Customer Account" means any one or more of the loan, demand deposit, time deposit, savings, money market, or other accounts held by Customer at Bank.

"Fees and Expenses" means: (a) any fees or expenses identified on the fee schedule established by us, as may be amended from time to time by sending notice or posting such amendment on the Web Site; (b) overdrafts and overdraft fees; (c) fees and expenses relating to the Connected Accounts or any other Customer Account; (d) transaction fees; (e) any and all fees or charges incurred by you or us to third parties that are related to use of the Web Site or the Online Banking Services; (f) attorneys' fees paid or incurred by us to enforce or interpret any provision of this Agreement; (g) attorneys' fees paid or incurred by us if we shall file or commence any litigation to protect our rights with respect to you, the Online Banking Services, or to enforce any provision of this Agreement; (h) auditing and investigation fees; (i) any fees and expenses regarding the Required Technology; (j) all those fees and expenses identified in this Agreement; (k) late fees; and (l) all other expenses paid or incurred by us on behalf of you in connection with this Agreement.

"Master User" shall mean and refer to the individual designated by you to be responsible for supervising use of the Web Site and the Online Banking Services.

"Online Banking Services" shall mean and refer to such services provided by the Bank, from time to time through the Web Site or through any Required Technology, as contemplated by this Agreement. Such services may include but are not limited to the following: Online Account Services, Stop Payment Services, Funds Transfer Services, External Funds Transfer Services, Online Statement Services, ACH Transfer Services, Wire Transfer Services, Bill Pay Services, Remote Deposit Capture Services, Positive Pay Service. Such services may be

provided during the Term as further defined in this Agreement.

"Party" means one or more of you and us.

"Person" means any individual, business or other corporate entity, trust, trustee, personal representative, executor, receiver, liquidator, or other person.

"Required Technology" means the computer and communications hardware, software, web internet access, communications services, or other technology necessary to access and use Online Banking Services in accordance with this Agreement.

"Security Devices and Procedures" shall mean and refer to any user ID, password, code, mobile access code, authorization number, confidential information, encryption key, token, confirmation or tracking number, method, protocol, or any other information, control, identifier, document, program, mechanism, or procedure used to gain access to, verify, or protect the security and operation of the Web Site, the Online Banking Services, or other sensitive information.

"Sub-User" shall mean and refer to any one or more individuals authorized to use the Web Site or Online Banking Services by the Master User.

"Term" shall mean and refer to the term of this Agreement as set forth in this Agreement.

"Transfer" shall mean any direct or indirect, voluntary or involuntary, sale, purchase, assignment, pledge, conveyance, delegation, assumption, abandonment, or other change in ownership or possession of any kind, character, or description.

"Unauthorized Use" shall mean and refer to any of the following uses or activities regarding the Web Site or the Online Banking Services: (a) any Master User or Sub-User account being used for access by more than one individual; (b) any Person exceeding the scope of the authority granted such Person by you; (c) any use or access in violation of the terms of any loan or agreement between you and us; (d) sending any transmission to us containing errors; (e) any use or access that is in violation of Applicable Law or that may reasonably be expected to subject us to investigation, prosecution or legal action; (f) any use or access related to a failure or defect in Required Technology; (g) any action resulting in an overdraft of any Customer Account; (h) any involuntary use or access; (i) any use or access resulting from a failure to maintain

confidentiality of or observe any Security Devices and Procedures; (j) any use or access that is not solely for conducting your business with Bank; and (k) any use or access by any Person other than a Sub-User or the Master User.

#### **4. Online Banking Services.**

We may provide Online Banking Services to you during the Term from time to time as described in this Agreement. You understand and agree that we may, and you authorize us to, provide Online Banking Services through one or more third party vendors. This Agreement does not apply to services provided under separate agreements with third party vendors that do not specifically reference this Agreement or that are not specifically referenced in this Agreement.

Please refer to the online help and instructions on how to use our Online Banking Services. Such instructions are part of this Agreement. Please note that during your use of Online Banking Services, we may provide you with additional requirements and limitations regarding the use of Online Banking Services through the system by which we may provide Online Banking Services. You agree to be bound by any and all such additional requirements and limitations. You also agree to be bound by any and all of our published policies and procedures, whether published on the Web Site, through the Online Banking Services, or otherwise. Any and all such policies and procedures shall be a part of this Agreement.

#### **5. Types of Online Banking Services**

You, or someone you have authorized by giving them access to your login information, password, or other Security Devices and Procedures (even if that person exceeds your authority), can instruct us to perform the following transactions: (a) transfer funds between Connected Accounts; (b) obtain information that we make available about Connected Accounts; and (c) obtain other services or perform other transactions that we allow, as discussed in this Agreement. You hereby authorize us to process and execute any and all requests, payment orders, or other transactions initiated by you through Online Banking Services. Applicable sections will have an addendum defining access for that service. The following are the types of Online Banking Services we may provide under this Agreement:

**5.1. Online Account Services.** We may allow you to obtain an overview and history of your Connected Accounts with our Online Account Services. You may also view recent online and other account activity for your Connected Accounts. Other features we may offer through Online Account Services include the ability to change your password and login information, and set automated alerts for certain events occurring with respect to your Connected Accounts.

We may also allow you to download information regarding Connected Accounts to your systems for use with your third party financial management software such as QuickBooks, Quicken® or Microsoft Money®. Please note, we cannot control and are not responsible for such information or your use or storage of such information after downloading from our systems.

Information you obtain about your Connected Accounts using our Online Banking Services may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

**5.2. Stop Payment Services.** We may allow you to initiate stop payment requests through our Online Banking Services. You may place a stop payment on any check you have written or electronic transfer item you have initiated that has not already been processed by us for payment. The information on the stop payment request must precisely identify the check number, the date, the payee and the amount of the check. In the instance a series of checks are missing, you must detail each check number. If you do not give complete, exact information, we assume no responsibility for stopping payment. The stop payment request must be received in time to give us a reasonable time to act upon it. If the item is an electronic transfer (ACH or otherwise), we must receive this notice at least three (3) Business Days preceding the scheduled date for the payment of the item. We cannot stop payment on an electronic fund transfer resulting from a point of sale transaction. Stop payments received before 6:00 p.m. on a Business Day are intended to be processed on the day received. Stop payment requests received after 6:00 p.m. on a Business Day or on a non-Business Day will be processed on the next Business Day. See your account Terms and Conditions for additional information regarding Stop Payments.

To stop a payment, you may also call us at 608-842-5000. If you call, we may also require you to put your request in writing and have it delivered to us within fourteen (14) days after you call.

**5.3. Funds Transfer Services.** This Section applies to internal funds transfers to and from accounts held with us and to external funds transfers such as wire transfers to or from accounts held with other depository institutions. To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers and one-time funds transfers in accordance with the request that is made. We may reject preauthorized recurring fund transfers that vary in amount. You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

If any Connected Accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited during a statement cycle.

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least one (1) Business Day for the transfer to post to your account(s). Please note that for external fund transfers, the time for completion and posting of the transfer may be extended due to processing times and delays by other financial institutions and intermediaries and for transfers to other countries. We will not be responsible for any delay regarding a funds transfer due to any processing time or delay of other financial institutions and intermediaries or relating to a transfer of funds to another country.

Each transfer will be posted to any Customer Account from which it is initiated, and to any other Customer Account that is involved in the transaction, on the Business Day on which the transfer is completed. Each transfer you make on a non-Business Day, or after our online banking cut-off time on any Business Day, will be considered initiated on the following Business Day. Our online banking cut-off time is 6:00 p.m. Central Time.

If you want to change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking Services no later than the day before the Business Day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at the phone number or address listed in the Notice section of this agreement. If you call or write, you must do this in time for us to receive your request three (3) Business Days or more before the transfer is scheduled to be made. If you call, we may require you to confirm your request in writing.

**54. External Funds Transfer Services.** We may allow you to Connect external accounts (accounts held at depository institutions other than us) that you own or for which you have unlimited authority to initiate deposits and withdrawals. By connecting an external account, you authorize us to initiate automated clearinghouse debit or credit entries to such external account. By connecting an external account you also certify that you are an owner or authorized on the external account with unlimited withdrawal or deposit rights on the depository institution's records to originate transfers to or from the account. You agree to provide us written documentation of your ownership of or unlimited authority regarding such

external Connected Accounts, as applicable, upon our request. You are required to notify us if any external Connected Account is closed or your withdrawal rights are limited or removed so such external Connected Account may be un-Connected from Online Banking Services. You acknowledge that all transactions involving external Connected Accounts must comply with Applicable Law. The offsetting entries for any transfer to or from an external Connected Account must be made to or from a Connected Customer Account. Transfers between external Connected Accounts are prohibited. When initiating a transfer to or from an external Connected Account, if you are not an owner of such account, you certify that you have full authority to initiate such transfer and that such transfer has been authorized by any and all necessary Persons.

**55. Online Statement Services.** We may allow you to elect to receive periodic statements for your Connected Customer Accounts electronically through Online Banking Services. You may make such election by signing our eStatement agreement.

By initiating this request you (a) consent to receiving the electronic format of periodic statements and agree that we may stop delivering paper periodic statements by mail for the Customer Accounts indicated in your electronic request; (b) agree that you are able to view and download Adobe PDF files; and (c) are required to update and download any software updates or other Required Technology in connection with any upgrade or modification to the PDF file format.

If you receive Online Statements for a Full Activity periodic statement and later remove an account from appearing in the Full Activity periodic statement, your consent to receive Online Statements for the Full Activity periodic statement is also your consent to receive Online Statements for any account subsequently removed from the Full Activity periodic statement. We may also implement a fee for delivery of paper statements at that time.

If you open a new account after the date you elected to consent to receive any Online Statements, we will automatically set that account up for the Online Statements service unless you instruct us otherwise.

In the event you believe there is a discrepancy or error in the information in any periodic statement, you should notify us within the time period set forth in the account agreement between you and us with respect to the applicable Connected Account. If you fail to notify us

regarding a discrepancy or error within the applicable time period, our liability with respect to any such discrepancy or error may be reduced or discharged in accordance with Applicable Law. Please note your liability regarding review of periodic statements may be different under the Electronic Funds Transfer Act and related federal regulations.

If you have consented to receive Online Statements, you must access Online Banking Services through our Web Site at [www.settlerswi.com](http://www.settlerswi.com) to get your Online Statements. You may receive notification via email that one of your accounts has a new statement available for viewing.

If you consent to the delivery of Online Statements for an account, we will no longer provide you with periodic paper statements for that account. You may obtain paper copies of your Online Statements by printing them yourself from the Web Site or by saving a copy to your device and printing later. You may also request a copy from us by calling us at the toll free number listed in the Section titled "Notice", but you may be charged a fee when we mail you a copy of your periodic statement.

You may withdraw your consent to receive Online Statements at any time by contacting us in writing. We will make the change after the current statement cycle. If your email address changes, you must contact us and provide us with your updated e-mail address.

**5.6. ACH Transfer Services.** Company wishes to initiate credit and/or debit Entries through the Financial Institution to accounts maintained at Financial Institution and in other depository financial institutions by means of the Automated Clearing House Network ("ACH") pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") and Financial Institution's operating rules and procedures for electronic entries, including any exhibits or appendices thereto now in effect, or as may be amended from time to time (the "Rules"), and Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. This Agreement sets forth the terms and conditions pursuant to which Financial Institution will provide to Company the ACH Services outlined herein ("Services"). Company hereby requests Financial Institution to provide the Service described in this Agreement. By executing this Agreement and/or using the Services described in this Agreement, Company accepts and agrees to all terms, conditions, and provisions of this Agreement and agrees that this Agreement sets forth the terms and conditions pursuant to which Financial Institution will provide to Company the Service outlined herein. The Internet Banking Agreement is hereby incorporated by reference and made a part

hereof. In the event of inconsistency between a provision of this Agreement, the Uniform Commercial Code ("UCC"), the Internet Banking Agreement, and/or the Depository Agreement, the provisions of this Agreement shall prevail. Terms not otherwise defined in this Agreement shall have the meaning ascribed to those terms in the Rules. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution initiates each Entry.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Financial Institution and Company, intending to be legally bound, do hereby agree as follows:

**COMPLIANCE WITH RULES AND LAWS.** **Company acknowledges it has a copy or has access to a copy of the Rules.** The Rules may also be purchased online at [www.nacha.org](http://www.nacha.org) under the publications tab. Company agrees to comply with and be subject to the Rules of NACHA in existence at the date of this Agreement, and any amendments to these Rules made from time to time. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. law, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC). Financial Institution will charge the Company with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Company and the Company agrees to fully reimburse and/or indemnify Financial Institution for such charges or fines. The specific duties of the Company provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The duties of the Company set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Rules. Financial Institution may terminate or suspend this Agreement upon written notice and identification of a material breach by Company of the Rules. Furthermore, Financial Institution shall have the right to initiate an audit of Company procedures for compliance with this Agreement and the Rules, upon written notification to Company.

**SECURITY INTEREST.** To secure the payment and performance of Company's obligations set forth herein, Company grants to Financial Institution a security interest in and pledges and assigns to Financial Institution all of Company's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) all monies, instruments, savings, checking and other accounts of

Company (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Financial Institution's custody or control; (b) any other collateral described in any security instrument securing the obligations of Company to Financial Institution under this Agreement or any other obligation of Company to Financial Institution; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above.

TRANSMISSION OF ENTRIES BY COMPANY. User(s) shall initiate the debit or credit Entries on behalf of and selected by Company. Financial Institution shall be entitled to deem any person having knowledge of any Security Procedure, contained in this Agreement and required to initiate Entries under this Agreement, to be a User. User(s) shall transmit Entries to Financial Institution in computer readable form in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Financial Institution. Entries shall be transmitted to Financial Institution no later than the time and the number of days prior to the Effective Entry Date specified, for the purposes of this Agreement, "Business Day" means Monday through Friday, excluding federal holidays. The federal holiday schedule is enclosed. Entries received after the cut off time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Company to Financial Institution on any one Business Day shall not exceed the lesser of the amount of collected funds in Company's account or the Exposure Limit set forth in this Agreement. Company may not reinitiate entries except as prescribed by the Rules.

#### Holiday Calendar

The Financial Institution will be closed on the following standard holidays observed by the Federal Reserve Bank. The Financial Institution will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for these days.

New Year's Day (January 1)  
Martin Luther King's Birthday (Third Monday in January)  
Presidents Day (Third Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Columbus Day (Second Monday in October)  
Veterans Day (November 11)  
Thanksgiving Day (Fourth Thursday in November)  
Christmas Day (December 25)

Note: If January 1, July 4, November 11 or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

THIRD PARTY SERVICE PROVIDERS. Company may use special equipment, services or software provided by a third party to assist it in processing Files hereunder ("Service Provider"). Company agrees not to use a Service Provider to transmit files to Financial Institution without first entering into Financial Institution's Third Party Service Provider Agreement. If Company uses Service Provider to transmit Files to Financial Institution and Company and Service Provider have not entered into a Third Party Service Provider Agreement, Company (a) agrees that Service Provider is acting as Company's agent in the delivery of Files to Financial Institution; and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States, the Rules and this Agreement. Financial Institution will not be liable for any losses or additional costs incurred by Company as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Company is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Financial Institution's sole responsibility shall be to transmit Financial Institution approved transactions to the ACH Operator and Financial Institution shall not have any responsibility for any File handled by Service Provider until that point in time when Financial Institution accepts and approves a File from such Service Provider for processing. If Financial Institution authorizes Company to use a Service Provider, the terms and conditions governing the relationship between Company and the Service Provider shall be governed by a separate agreement between Company and Service Provider ("Service Provider Agreement"). All of Company's obligations and responsibilities under this Agreement will apply to the Service Provider, and Company's separate agreement with the Service Provider must so provide. At Financial Institution's request, Company will provide to Financial Institution a true and exact copy of such agreement. Company shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Financial Institution. Notwithstanding the foregoing, Company hereby authorizes Financial Institution to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third Party Service Provider has not executed the Service Provider agreement. Company hereby indemnifies and holds Financial Institution harmless for any losses, damages, fines, assessments, costs and expenses incurred or suffered by Financial Institution or any other person as a result of or arising from Company's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

CREDIT AND DEBIT ENTRIES; RECORDS RETENTION. Company shall obtain an authorization substantially similar to the samples set forth in ("Authorization Form") as required by the Rules from the person or entity whose

account will be debited or credited as the result of a debit or credit Entry initiated by Company and Company shall retain the Authorization Agreement in original form while it is in effect and the original or a copy of each authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Company shall furnish the person or entity executing the Authorization Agreement with a copy of the same. Upon request, Company shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules.

PROCESSING, TRANSMITTAL, AND SETTLEMENT BY FINANCIAL INSTITUTION. Except as otherwise provided for in this Agreement and if Financial Institution elects to accept Entries, Financial Institution shall:

a) (i) use commercially reasonable efforts to comply with the instructions of Company; (ii) process Entries received from Company to conform with the file specifications set forth in the Rules; (iii) transmit such Entries as an ODFI to the "ACH" processor selected by Financial Institution; (iv) settle for such Entries as provided in the Rules; and (v) in the case of a credit Entry received for credit to an account with Financial Institution ("On-Ups Entry"), Financial Institution shall credit the Receiver's account in the amount of such credit Entry on the Effective Entry Date contained in such credit Entry provided such credit Entry is received by Financial Institution at the time and in the form prescribed by Financial Institution.

b) transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided (i) such Entries are completely received by Financial Institution's cut-off time at the location specified by Financial Institution to Company from time to time; (ii) the Effective Entry Date satisfies the criteria provided by Financial Institution to Company; and (iii) the ACH processor is open for business on such Business Day. Company agrees that the ACH processor selected by Financial Institution shall be considered to have been selected by and designated by Company. The Company will receive immediately available funds for any electronic debit entry initiated by it on the Settlement Date applicable thereto.

PAYMENT FOR CREDIT ENTRIES AND RETURNED DEBIT ENTRIES. Company agrees to settle for all credit Entries issued by Company, User(s), or credit Entries otherwise made effective against Company. Company shall make payment to Financial Institution on the date as determined by Financial Institution, in its discretion ("Payment Date"). Company shall pay Financial Institution for the amount of each debit Entry returned by a Receiving Depository Financial Institution ("RDFI") or debit Entry dishonored by Financial Institution. Payment shall be made by Company to Financial Institution in any manner specified by Financial Institution. Notwithstanding the foregoing, Financial Institution is hereby authorized to charge the

account(s) ("Authorized Account(s)") designated in Schedule E, as payment for all payments due under this Agreement. Company shall maintain sufficient collected funds in the Authorized Account(s) to pay for all payments due Financial Institution under this Agreement on the Payment Date. In the event the Authorized Account or any other Company Financial Institution account does not have collected funds sufficient on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Financial Institution may take any of the following actions:

a) Refuse to process all Entries, in which event Financial Institution shall return the data relating to such credit Entries to Company, whereupon Financial Institution shall have no liability to Company or to any third party as a result thereof; or

b) Process that portion of the credit Entries as Company has sufficient collected funds in the Authorized Account to cover, in whatever order Financial Institution in its sole discretion shall elect to process, in which event Financial Institution shall return the data relating to such credit Entries as are not processed to Company, whereupon Financial Institution shall have no liability to Company or any third party as a result thereof; or

c) Process all credit Entries. In the event Financial Institution elects to process credit Entries initiated by Company and Company has not maintained sufficient collected funds in the Authorized Account with Financial Institution to cover them, the total amount of the insufficiency advanced by Financial Institution on behalf of Company shall be immediately due and payable by Company to Financial Institution without any further demand from Financial Institution. If Financial Institution elects to pay Company's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Financial Institution's rights to refuse to do so at any other time nor shall it be an agreement by Financial Institution to pay other items in the overdraft.

PRE-FUNDING. Financial Institution reserves the right to require Company to pre-fund an Account maintained at Financial Institution prior to the Settlement Date of the ACH file. Financial Institution shall determine whether pre-funding is required based on criteria established from time to time by Financial Institution. Financial Institution will communicate directly to Company if pre-funding is required and, if requested by Company, will provide Company with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Company will provide immediately available and collected funds sufficient to pay all Entries initiated by Company (a) not later than 8:00 a.m. local time **[1 banking days (not fewer than 2)]** before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.

**ON-US ENTRIES.** Except as provided in Rejection of Entries, in the case of an Entry received for credit to an account maintained with Financial Institution (an "On-Us Entry"), the Financial Institution shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in processing, transmittal and settlement by financial institution section (i), (ii), and (iii) are met. If any of those requirements are not met, the Financial Institution shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Entry Date.

**REJECTION OF ENTRIES.** Company agrees that Financial Institution has no obligation to accept Entries and therefore may reject any Entry issued by Company. Financial Institution has no obligation to notify Company of the rejection of an Entry but Financial Institution may do so at its option. Financial Institution shall have no liability to Company for rejection of an Entry and shall not be liable to pay interest to Company even if the amount of Company's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Company or the Financial Institution has otherwise received full payment from Company.

**CANCELLATION OR AMENDMENT BY COMPANY.**

Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, Financial Institution may, at its option, accept a cancellation or amendment by Company. If Financial Institution accepts a cancellation or amendment of an Entry, Company must comply with the Security Procedures provided. If such a request is received by the Financial Institution before the affected Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), the Financial Institution will use reasonable efforts to cancel or amend the Entry as requested, but the Financial Institution shall have no liability if the cancellation or amendment is not effected. If Financial Institution accepts a cancellation or amendment of an Entry, Company hereby agrees to indemnify, defend all claims and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney's fees incurred by Financial Institution as the result of its acceptance of the cancellation or amendment.

**REVERSALS OF ENTRIES.**

a) General Procedure. Upon proper and timely request by the Company, the Financial Institution will use reasonable efforts to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Banking Days of the Effective Entry Date for the Entry or File to be reversed; and (ii) be accompanied by a Reversal/Cancellation Request form if customer is needing financial institution assistance and comply with all of the

Rules. In addition, if the Company requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into the Company Account an amount equal to that Entry or File. The Company shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

b) No Liability: Reimbursement to the Financial Institution. Under no circumstances shall the Financial Institution be liable for interest or related losses if the requested reversal of an Entry is not effected. The Company shall reimburse the Financial Institution for any expenses, losses or damages it incurs in effecting or attempting to effect the Company's request for reversal of an Entry.

**ERROR DETECTION.** Financial Institution has no obligation to discover and shall not be liable to Company for errors made by Company, including but not limited to errors made in identifying the Receiver or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Financial Institution shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Company. Notwithstanding the foregoing, if the Company discovers that any Entry it has initiated was in error, it shall notify the Financial Institution of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Financial Institution will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any On-Us credit Entry within the time limits provided by the Rules. In the event that Company makes an error or issues a duplicate Entry, Company shall indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney's fees incurred by Financial Institution as result of the error or issuance of duplicate Entries.

**PROHIBITED TRANSACTIONS.** Company agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation; (b) to breach any contract or agreement by which Company is bound; (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; (d) to engage in any activity or business that would result in Company being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations; and (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Company acknowledges and agrees that Financial Institution has no obligation to monitor Company's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution



reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.

**PRENOTIFICATION.** Company, at its option, may send prenotification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to the Financial Institution in the format and on the medium provided in the media format section of such Rules. If Company receives notice that such prenotification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the Authorization signed by its customer, Company will not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

**NOTICE OF RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE.** Financial Institution shall notify Company by e-mail, facsimile transmission, US mail, or other means of the receipt of a returned Entry from the ACH Operator. Except for an Entry retransmitted by Company in accordance with the requirements, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH Operator if Financial Institution complied with the terms of this Agreement with respect to the original Entry. Company shall notify the Receiver by phone or electronic transmission of receipt of each return Entry no later than one Business Day after the Business Day of receiving such notification from Financial Institution.

Financial Institution shall provide Company all information, via encrypted email or facsimile transmission to User, as required by the Rules, with respect to each Notification of Change (“NOC”) Entry, Refused Notification of Change, or Corrected Notification of Change (“Corrected NOC”) Entry received by Financial Institution relating to Entries transmitted by Company. Financial Institution must provide such information to Company within two (2) banking days of the Settlement Date of each NOC or Corrected NOC Entry. Company shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Company's receipt of the NOC information from Financial Institution or prior to initiating another Entry to the Receiver's account, whichever is later.

**ENTRIES RETURNED AS UNAUTHORIZED; UNAUTHORIZED RATE.**

a) In the event that an Entry is returned as unauthorized or authorization revoked, Company will contact the necessary parties and resolve any dispute. During this process Company may ask Financial Institution to request from the RDFI a copy of the “Written Statement of Unauthorized Debit (WSUD).” Financial Institution will make its best effort to obtain the form and will deliver it to the Company when received. Company agrees not to re-

originate any transaction returned as unauthorized or as authorization revoked unless and until the Receiver reauthorizes the Entry or Entry stream.

b) In the event the rate of unauthorized transactions exceeds the permissible limit based on the calculations noted in the Rules, Company will share the data requested by Financial Institution based on the Rules and will immediately begin the process of bringing the rate below that threshold.

**ACCOUNT RECONCILIATION.** The Company agrees to notify the Financial Institution promptly of any discrepancy between the Company's records and the information shown on any periodic statement. If the Company fails to notify the Financial Institution within ten (10) calendar days of receipt of a periodic statement containing such information the Company agrees that the Financial Institution shall not be liable for any other losses resulting from the Company's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If the Company fails to notify the Financial Institution within thirty (30) calendar days of receipt of such periodic statement the Company shall be precluded from asserting any discrepancy against the Financial Institution.

**PROVISIONAL SETTLEMENT.** Company shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and Company acknowledges that it has received notice of that Rule and or the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry.

**COMPANY REPRESENTATIONS AND WARRANTIES; INDEMNITY.**

With respect to each and every Entry transmitted by Company, Company represents and warrants to Financial Institution and agrees that (a) each person or entity shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry; (b) such authorization is operative at the time of transmittal or crediting or debiting by Financial Institution as provided herein; (c) Entries transmitted to Financial Institution by Company are limited to those types of credit and debit Entries set forth in Schedule A; (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services; (e)

Company shall be bound by and comply with the provision of the *Rules* (among other provisions of the *Rules*) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and (f) Company shall ensure that any and all non-public personal information provided by Company to Bank shall be secure and will not be disclosed to any unauthorized person. Company specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. The Company shall defend, indemnify, and hold harmless the Financial Institution, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, including attorney's fees and expenses, resulting from or arising out of (aa) any breach of any of the agreements, representations or warranties of the Company contained in this Agreement; or (bb) any act or omission of the Company or any other person acting on the Company's behalf.

**ADDITIONAL COMPANY WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES.**

NACHA, in its role of ensuring the safety, security, and viability of the ACH network, has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Company hereby warrants to Financial Institution that for each such ACH Entry submitted for processing, Company has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other applicable law, and this Agreement. Company also makes the additional warranties to Financial Institution that Financial Institution makes to each RDFI and ACH Operator under the Rules for the respective SEC codes for Entries originated by Company. Company indemnifies and holds Financial Institution harmless from any liability arising out of Company's breach of these warranties.

**FINANCIAL INFORMATION AND AUDIT.**

Financial Institution may from time to time request information from Company in order to evaluate a continuation of the Service to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Agreement. Company agrees to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. Company authorizes Financial Institution to investigate or reinvestigate at any time any information provided by Company in connection with this Agreement or the Service. Upon request by Financial Institution, Company hereby authorizes Financial Institution to enter Company's business premises for the purpose of ensuring that

Company is in compliance with this Agreement and Company specifically authorizes Financial Institution to perform an audit of Company's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Company hereby acknowledges and agrees that Financial Institution shall have the right to mandate specific internal controls at Company's location(s) and Company shall comply with any such mandate. In addition, Company hereby agrees to allow Financial Institution to review available reports of independent audits performed at the Company location related to information technology, the Service and any associated operational processes. Company agrees that if requested by Financial Institution, Company will complete a self-assessment of Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Financial Institution in an audit of Company. If Company refuses to provide the requested financial information, or if Financial Institution concludes, in its sole discretion, that the risk of Company is unacceptable, if Company violates this Agreement or the Rules, or if Company refuses to give Financial Institution access to Company's premises, Financial Institution may terminate the Service and this Agreement according to the provisions hereof.

**INCONSISTENCY OF NAME AND ACCOUNT NUMBER.**

The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by the Financial Institution to the RDFI may be made by the RDFI (or by the Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances. Company is liable for and must settle with Financial Institution for any Entry initiated by Company that identifies the Receiver by account or identifying number or by name and account or identifying number.

**NOTICES, INSTRUCTIONS, ETC.**

(a) Except as stated herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.

(b) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Company, and any such communication shall be deemed to have been signed by such person. Such notice shall be effective on the second

Business Day following the day received by the Financial Institution.

(c) Except as stated herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by US mail, if to Company, at the address of Company on the books of Financial Institution and if to Financial Institution, at the following address in the Notices section unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise stated herein, any such notice shall be deemed given when received.

**DATA RETENTION.** The Company shall retain data on file adequate to permit the remaking of Entries for five (5) Business Days following the date of their transmittal by the Financial Institution as provided herein, and shall provide such Data to the Financial Institution upon its request.

**TAPES AND RECORDS.** All magnetic tapes, Entries, security procedures and related records used by the Financial Institution for transactions contemplated by this Agreement shall be and remain the Financial Institution's property. The Financial Institution may, at its sole discretion, make available such information upon the Company's request. Any expenses incurred by the Financial Institution in making such information available to the Company shall be paid by the Company.

**SECURITY PROCEDURES.** The following sets forth the Security Procedure with which the Company agrees to comply when transmitting or delivering Entries to the Financial Institution and agrees the Financial Institution's measures to be commercially reasonable: Settlers bank utilizes an Electronic method via an Internet banking application to send ACH files to the Financial Institution:

- a. Entries transmitted by Company to the Financial Institution shall be encrypted by at least 128 bit RC4 encryption or its equivalent;
- b. Company shall utilize a multi-factor authentication method as prescribed by Financial Institution.

The Company will send a Facsimile which includes ACH items to be originated by the Financial Institution:

- a. Company will send a Fax transmission for entries to be created, which includes file total, item count, effective entry date and an authorized signature;

- b. Call back from Financial Institution to an authorized person at the company to verify the file total and item count before the entries are processed if there are any questions. If unable to reach an authorized person, transaction will not be sent until verification is complete.

Required security measures may change over time. The Company's continued use of the service constitutes agreement to the changed procedures.

**5.7. Wire Transfer Services.** We may allow you to make wire transfers through Online Banking Services during the term of this Agreement. All wire transfers made pursuant to this Agreement are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, Article 4A of the Uniform Commercial Code – Funds Transfers (UCC 4A) and all other Applicable Law.

Users are authorized to initiate wire transfer requests and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by us. We may rely on any such authorization until it has been revoked by you in writing to us. We shall have a reasonable time to process any revocation received pursuant to this Section.

We may use means and routes for wire transfers that we deem suitable for each outgoing wire transfer in our sole and absolute discretion. We shall establish from time to time a specific time of day after which we will not accept an incoming wire transfer request to be processed on the day of receipt. Wire transfer requests received after our established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day.

You shall supply to us any information we may reasonably request regarding any wire transfer request initiated by you. The order in which we process wire transfer requests is determined solely by us in our sole and absolute discretion. In addition to any other reasons contained in this Agreement, we may reject a wire transfer request from you if we are unable to obtain confirmation of such wire transfer request satisfactory to us. We may notify you by phone call or email in the event we reject a wire transfer request

You shall establish and maintain appropriate Security Devices and Procedures to protect such confidential information.

Wire transfers across country borders are customarily processed by us through a correspondent. Any and all fees, commissions, or charges assessed by the correspondent shall be passed on to you. Payment to a foreign country is subject to the laws of the foreign country involved. We assume no liability for delays, non-delivery or other events resulting from causes beyond our control. In refunding unexecuted payment orders, our liability to you shall be limited to the extent we receive payment from the correspondent financial institution processing the transfer. Cancellation of a transfer involving other than domestic currency is subject to any rate exchange loss as determined by us at rates currently in effect.

**5.8. Bill Pay Services.** During the Term of this Agreement, we may allow you to pay bills by electronic transfer or check to any Person whom we approve and you designate as a payee in any bill payment request sent through Online Banking Services. You may access our Bill Pay Services after logging into Online Banking Services by clicking on the Bill Payment link. After your access has been approved and agreed to the Terms and Conditions set out within Bill Pay, you will establish your list of payees.

We may allow you to send funds to third party recipients using such third party's email address. We may provide such services through a vendor, and you authorize us to deliver any and all financial information necessary to complete transactions initiated through Third Party Transfer Services. Please note that we may impose dollar amount, frequency, and other limitations on such third party transfers from time to time. You understand and agree that if we allow you to make such third party transfers, we may suspend, restrict, or cancel any such third party transfer if we reasonably suspect fraud, theft, or Unauthorized Use. You acknowledge and agree that any Person with access to the email account you supply to us, or any device used in connection with such email account, will have the ability to claim the funds sent via Third Party Transfer Services, even if such Person is not whom you intended to receive such transfer. You agree that we will not be responsible for ensuring any funds sent via Third Party Transfer Services are claimed by the recipient. If any funds sent via Third Party Transfer Services are not claimed within any time period established by us from time to time, you agree that we may reverse such transfer and credit the applicable funds to the Connected Account from which such transfer was sent. If we do so, we will not be liable for (a) any interest that may have accrued on such funds or (b) Fees and Expenses charged with respect to any Connected Accounts, during the time such funds were unclaimed.

**5.9. Remote Deposit Capture Services.** We may provide Remote Deposit Capture Services to you during the Term of this Agreement. We may establish certain

criteria that customers are required to meet prior to being permitted to use Remote Deposit Captures Services, and we reserve the right to prohibit any Person from using Remote Deposit Capture Services in our sole and absolute discretion. As used in this Section, "Files" means electronic image and data files submitted by you to us in connection with the Remote Deposit Capture Services.

Through our Remote Deposit Capture Services, we may allow you to transmit Files to us for us to process for payment through the Federal Reserve System or other clearing networks and depositing into a Customer Account. We may prepare image replacement documents to facilitate the deposit and collection of items. You will be responsible for the accurate scanning of checks and for successfully transmitting accurate, complete, balanced, and readable Files to us. You will be required to create Files using an Authorized scanner or other Required Technology, as we determine from time to time.

You shall cause the image quality of each File provided by you to satisfy the requirements of Applicable Law. You shall cause each check to be properly endorsed by all required Persons and state "Remote Deposit at Settlers" prior to conversion of the check into a File. You shall place an "electronically presented" legend and such other information required by us on the rear of each check immediately after each check shall be scanned. You shall not transmit Files to us that contain information which duplicates information you previously provided to us or that contains information with respect to checks that you have previously transferred to, deposited with, or attempted to clear through a third party. You shall not transfer to, deposit with, or attempt to clear through a third party or otherwise directly or indirectly ask any third party to make payment based on the checks reflected in the Files transmitted to us. You shall ensure that the Files accurately represent all of the information on the front and back of checks, including all endorsements. You shall maintain any original checks for which a File has been sent to us in a secure environment and shall destroy the original checks within seventy five (75) days after successful transmission to us (unless doing so would be a violation of Applicable Law). You will be solely responsible for any liability resulting from further negotiation or transfer of any checks for which a File has been submitted to us. All Files transmitted by you to us shall be the result of bona fide business transactions with non-affiliated third parties and no such Files shall be directly or indirectly for the benefit of any third party. You shall not transmit Files that represent non-cash items. You shall transmit Files that represent items drawn only on U.S. banks. You must

complete transmission of Files to us prior to 5:00 p.m. Windsor WI time, in order for such transactions to be processed on the same day. We reserve the right to reject any File for any reason. We will give you notice of any rejected or returned File. We are authorized to debit or credit the applicable Customer Account for Files that are returned to us. We have no obligation to pay you interest on the amount of any returned File debited from the Customer Account. A File shall not be received by us until shown as a deposit into the applicable Customer Account according to our records.

You understand and agree that substitute checks will be the legal equivalent of the original checks for all purposes as provided in the federal Check Clearing for the 21st Century Act. Pursuant to such Act, we will be deemed to make certain warranties and will have certain indemnity responsibilities to third parties with respect to Files. To the extent that we shall be required to pay any warranty claim or indemnify any third party in respect of Files, you shall reimburse us upon demand. Our right of reimbursement shall be absolute and unconditional, shall survive any termination of our relationship with you, and shall not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment.

5.10. **Business Mobile Remote Deposit Capture** This Mobile Remote Deposit Capture User Agreement ("Agreement") contains the terms and conditions for the use of the Mobile Check Deposit Service ("Service") provided by Settlers bank. Before you can enroll in and have access to the service you must enroll in Business Online banking. Other agreements you have entered into with Settlers bank, including the Deposit Account Agreement and Disclosure, Terms and Conditions, Business Online Banking Service Agreement and Disclosures governing your Settlers bank account(s), are incorporated by reference and made a part of this Agreement. Terms used but not defined in this Agreement shall have their respective meanings herein as set forth in the Master Agreement.

**1. Description of Service:**

- a. The Service allows you to make deposits to your checking, savings, or money market accounts by using a supported mobile device with a camera to create an image of the front and back of paper check and electronically transmit it and the related deposit information to us or our designated processor.

**2. Acceptance of these Terms:**

- a. Your use of the Service constitutes your acceptance of the terms of this Agreement. We may amend this Agreement from time to time. We will notify you of any material change by

mailing, emailing or otherwise delivering to you or posting an updated Agreement on our public website 10 calendar days prior to the effective date of the change, unless the provisions of the Master Agreement require a different type of notice or a different notice period. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, Settlers bank reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

You agree to accept various disclosures, terms and conditions, notifications and other documents related to this service electronically rather than in paper form. You consent by clicking "agree" and completing the installation of the application.

**3. Limitations and Availability of Service:**

- a. When using the Service, you may experience difficulties, such as, but not limited to, Settlers bank system maintenance or technical difficulties including those of the Internet service provider and Service-related software. As more fully set forth in Paragraph 16, Settlers bank shall not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. You acknowledge that, in the event that the Service is interrupted or is otherwise unavailable, you can deposit original checks in person at a Settlers bank location or by U.S. mail.
- b. Settlers bank reserves the right to change the qualifications for use of the Service, and the right to terminate the Service at any time without prior notice. You agree that Settlers bank may reject any check or item transmitted through use of the Service without any liability to you. You agree that Settlers bank shall not be liable to you for any checks or items it does not receive or for any images that are not readable. You further agree that Settlers bank shall have no liability to you for any alterations to a check or other item after it has been transmitted to Settlers bank by you. Settlers bank reserves the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

**4. Service Requirements:**

- a. Use of the Service requires that you have appropriate hardware and related software, such as, but not limited to, a camera-enabled mobile device that is acceptable to us and that

satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. You must also be enrolled in our Online Banking Service and have downloaded our latest version of the Settlers bank Mobile Banking application. You must meet the eligibility criteria for the Service as determined by Settlers bank and have at least one active deposit (checking, savings, or money market) account with us.

- b. We and/or our service provider(s) may change these specifications and/or requirements from time to time. You are solely responsible, at your sole expense, for purchasing, installing, operating, replacing, upgrading, and maintaining all hardware and software, including those from third-parties, required to use the Service. Any third-party software is accepted by you "as is" and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

**5. Check and Check Image Requirements:**

- a. Any image of a check, as that term is defined in Federal Reserve Board Regulation CC ("Reg. CC"), that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time it is presented to you by the drawer. Original checks are converted to an Image Replacement Document (as such term is defined in the Check Clearing for the 21st Century Act and Reg. CC), for deposit with the Bank and for processing and presentment to a collecting or paying financial institution. You agree that the image of the check transmitted to Settlers bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
- b. Prior to capturing the image of the original check, you shall properly endorse the back of the check. Your endorsement should include a legible signature.
- c. A check and any image of a check transmitted using the Service must include the accurate and legible presentation of the following (and other features as appropriate):
  - i. Pre-printed information that identifies the check drawer and the financial institution on which the original check is drawn,
  - ii. The MICR encoded account number and drawee bank's routing and transit number; The date the check was written;
  - iii. The drawer's signature(s);

- iv. Other information placed on the check prior to the time an image of the check is captured, such as any indorsements applied to the back of the check including "Remote Deposit at Settlers"; and
- v. The check is otherwise suitable for automated processing in the same manner as the original check.
- vi. The image quality of the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

- d. We reserve the right to reject any item transmitted through Mobile deposit at our discretion without incurring any liability to you. We may restrict and/or cancel, without prior notice, your ability to use Deposit Services if we notice any suspicious activity or mismanagement of your bank accounts including failure to promptly bring negative account balances to a positive balance.

**6. Ineligible Items:**

- a. You agree that you will not scan and deposit any of the following types of checks or other items, which shall be considered ineligible items:
  - i. Checks payable to any person other than you.
  - ii. Checks that have been altered in any way, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
  - iii. Checks payable to you jointly with one or more other persons, unless deposited into an account in the name of all payees.
  - iv. Checks previously converted to a substitute check, as defined in Reg. CC.
  - v. Checks drawn on a financial institution located outside the United States.
  - vi. Checks that are remotely created checks, as defined in Reg. CC.
  - vii. Checks not payable in United States currency.
  - viii. Checks dated more than 6 months prior to the date of deposit.
  - ix. Checks or items prohibited by Settlers bank Bank's current

procedures relating to the Service or which are otherwise not acceptable under the terms of your Settlers bank account.

- X. Checks payable on sight or payable through drafts, as defined in Reg. CC.
  - Xi. Checks with any indorsement on the back other than that specified in this Agreement.
  - Xii. Checks that are drawn or otherwise issued by the U.S. Treasury Department, Money Orders, Postal Money Orders or Travelers Checks.
  - Xiii. Checks that have previously been submitted through the Service or through a remote deposit capture Service offered at any other financial institution or that have otherwise been deposited with Settlers bank or any other financial institution, including checks that have been returned unpaid.
- b. If you deposit any item listed above, you agree to indemnify and reimburse Settlers bank for, and hold Settlers bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Settlers bank may incur associated with any warranty, indemnity or other claim related thereto. This list may be amended from time to time. The provisions of this Paragraph 6(b) are in addition to the provisions of Paragraph 16.
- 7. Acceptance of Deposits by the Bank:**
- a. After we receive check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such checks. The provisional credit is subject to final payment of the checks and is also subject to your Bank Deposit Account Agreement. The image is not deemed "received" by us until it is posted to your account. Acceptance within the mobile Deposit application does not mean that the image is free of errors or will be accepted for deposit. We are not responsible for any image we do not receive.
  - b. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and, as provided in Paragraph 16, you agree to be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits.
  - c. You authorize us to debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment

related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made in a timely manner. You also agree that we may debit from any of your Bank accounts the amount of any checks that were deposited more than once. You understand that you are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied against you, your account, or any accounts you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays of any kind. Our right to charge your account(s) will apply without regard to whether any check was returned in a timely manner, or whether there is any other claim or defense that the check was improperly returned.

- d. Furthermore, if, after first having obtained Settlers bank Bank's written consent to do so, you provide Settlers bank with an electronic representation of a substitute check for deposit into an Account instead of an original check, you agree to indemnify and reimburse Settlers bank for, and hold Settlers bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Settlers bank incurs resulting from any such substitute check's failure to meet applicable substitute check standards and/or causing duplicate payments.
  - e. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and you agree that we shall not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check. You understand that returned deposit activity may result in the cancellation of the Service.
  - f. You agree to cooperate with the Bank in the investigation of unusual transactions, poor quality transmissions and resolution of customer claims including by providing, upon request without further cost, any originals or copies of items deposited through mobile deposit in your possession and your records relating to such items and transmissions.
- 8. Storage, Security, and Destruction of Original Checks:**
- a. You agree that once a check has been deposited through the Service, the original check is your property and not the property of the Bank. You shall securely store the original check for a reasonable period, not to exceed

thirty (30) days, after you receive a deposit receipt through the Service indicating that the check has been accepted. While the original check is in your possession, you agree to use a high degree of care to safeguard the original check and related files against security risks. Security risks include, without limitation, the theft or reproduction of the original check or unauthorized use of the information on the check or in the file. You shall take appropriate security measures to ensure the following:

- i. Only authorized persons shall have access to the original check.
  - ii. The information contained on the check shall not be disclosed to unauthorized persons.
  - iii. The original check will not be duplicated, will not be scanned more than one time, and will not be presented, deposited or negotiated again in any way. Upon request by the Bank, you will promptly provide to the Bank the retained original check, or a sufficient copy of the front and back of the check in form acceptable to us, to aid in the clearing and collection process, or to resolve claims by third parties, or for our audit or fraud loss prevention purposes. If the original check cannot be so provided, you agree to execute any affidavit as to the status of the original check required by us.
  - iv. After the thirty (30) day retention period expires, you shall destroy the original check by shredding it or by any other permanent deletion method that does not allow the original check to be accessed by an unauthorized person(s) and in a manner that the original check is no longer readable or capable of being reconstructed. After destruction of an original check, the image will be the sole evidence of the original check. You agree to be responsible to us for any losses, costs, expenses, and damages we may incur as a result of your failure to comply with the provisions of this paragraph.
- b. You agree to notify the Bank of any suspected errors regarding items deposited through the Deposit Services right away, and in no event later than 60 days after the applicable Bank account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

#### **9. Availability of Funds:**

- a. You agree that items transmitted using the Service are not subject to the funds availability requirements of Reg CC. In general, if an image of an item you transmit through the Service is received and accepted before 5:00 PM, Central Standard Time, on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Please note that all deposits are subject to verification and may not be available for immediate withdrawal.

#### **10. Deposit Limits:**

In general, you may make deposits to your account, Settlers bank reserves the right to change deposit limits based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Settlers bank, in its sole discretion, deems relevant. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

#### **11. Security:**

- a. You understand the importance of your role in preventing misuse of your accounts associated with the Service, and you agree to promptly examine your paper or electronic statement for each of your accounts as soon as you receive it and notify us of any errors in accordance with your Deposit Account Agreement and Disclosure. You agree to protect the confidentiality of your accounts, account numbers, and passwords. Data transmitted using the Service is encrypted in an effort to provide transmission security. The Service utilizes identification technology to verify that the sender and receiver of transmissions related to the Service can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers occur openly on the Internet and potentially can be intercepted or misdirected by others. We cannot, and do not; warrant that all data transfers to and from us or third parties will not be intercepted or misdirected by others. You agree to notify us immediately if you believe any user IDs, PINs, passwords, or other confidential credentials have been lost, stolen, used without your permission, or otherwise compromised or who may access the service changes.



- b. You agree that we shall not be liable to you for, and you hereby release us from, any and all claims or damages resulting from, or related to, any malicious software or related problems that may be associated with your use of the Service, e-mail or the Internet. You represent and warrant to us that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- c. You shall comply with all Security Procedures outlined in this Agreement and the Master Agreement and agree not to bypass, override or disable any security mechanisms in the processing software or processing equipment. You will assist in the installation and implementation of any changes and upgrades to the Service as required by Bank to ensure compliance with regulatory changes and developments, or to protect the integrity and security of such Service.
- d. Users agree to implement device security practices including passwords and notify Settlers bank of any lost devices immediately.

**12. Compliance with Law and Prohibited Activities:**

- a. You agree to use the Service for lawful purposes and in compliance with all applicable laws, rules, regulations, and ordinances pertaining to your use of the Service, as well as all laws relating to the banking transactions contemplated hereunder. You also agree to be bound by any clearinghouse rules or agreements, operating circulars, image exchange agreements, and other documents to which we are a party that govern the Service we provide. You agree that you will not use the Service in locations that are prohibited under

U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control. As more fully set forth in Paragraph 16, you agree to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof.

- b. You acknowledge that you are prohibited from engaging in, and you represent and warrant to the Bank that you do not and shall not engage in, any business or activity that:
  - i. would result in your being or becoming a money services business that regularly cashes third party checks, sells money orders, or

handles wire transfers or other financial services for third parties;

- ii. would result in your accepting restricted transactions in connection with another person in unlawful Internet gambling;
- iii. would result in the Bank's being used as a conduit for money laundering or other illicit purposes;
- iv. would directly or indirectly result in any activity or use of the Service that may be illegal or fraudulent.

**13. Ownership and License:**

- a. You acknowledge and agree that the Bank and its Service provider(s) retain all ownership and proprietary rights in and to the Service, associated content, technology, Mobile Banking app and website(s). You are permitted to use the Service only as expressly authorized by this Agreement. Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement.
- b. In addition, you agree that you will not:
  - i. modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service;
  - ii. copy or reproduce all or any part of the technology or Service; or
  - iii. interfere, or attempt to interfere, with the technology or the Service.
- c. Without limiting the restriction of the foregoing, you may not use the Service
  - i. in any anti-competitive manner;
  - ii. for any purpose which would be contrary to Settlers bank Bank's business interest; or
  - iii. to Settlers bank Bank's actual or potential economic disadvantage in any aspect.

**14. Fees and Charges:**

- a. We reserve the right to impose fees for the Service in the future and we will notify you of any such fees, in the manner and to the extent required by this Agreement, the Master Agreement and by law. Your use of the Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand and agree that you are responsible for any wireless service provider charges and any and all other costs, fees and charges that you may incur by accessing and using the Service.

**15. Third Party Disclosures, Assignments and Beneficiaries:**

- a. You agree that we may from time to time disclose to third parties information about your Accounts or the transactions that you make through the Service in accordance with the following conditions. We will disclose information to third parties about your Accounts or the transactions you make:
  - i. Where it is necessary for completing transactions or providing any other Service; or
  - ii. In order to verify the existence and condition of any Account for a third party, such as a credit bureau or merchant; or
  - iii. In order to comply with government agency or court orders; or
  - iv. If you give us your written permission.
- b. You hereby authorize the transfer of any information relating to you to and between the branches, subsidiaries, affiliates and agents of Settlers bank and third parties selected by any of them, wherever situated, for confidential use in connection with the Service and the transactions thereunder. You acknowledge that any such branch, subsidiary, affiliate, agent or third party shall be entitled to transfer any such information as required by any law, court, regulator or legal process. You agree to keep confidential the Security Procedure and other Settlers bank information provided to you in connection with this Agreement and the Master Agreement (except Settlers bank information in the public domain).
- c. You may not assign all or any part of your rights or obligations under this Agreement without our prior express written consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of our obligations set forth herein. This Agreement will be binding on and inure to the benefit of the successors and permitted assigns of either party.
- d. This Agreement is for the benefit of you and Settlers bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

**16. Indemnification of Settlers bank:**

- a. You hereby agree to indemnify, defend, and hold harmless Settlers bank its subsidiaries and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph 16, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):
  - i. Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement, including, but not limited to,
    - 1) duplicate scanning of the same original check,
    - 2) transmission of duplicate electronic items,
    - 3) calculation errors of deposit totals,
    - 4) numerical errors on deposit data entry, and
    - 5) fraudulent or unauthorized use of your hardware, software, or credentials.
  - ii. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Agreement;
  - iii. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Agreement;
  - iv. Settlers bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an electronic item or an illegible electronic item;
  - v. Our presenting to a payor bank an electronic item for payment; and
  - vi. Your failure to:
    - 1) securely maintain your hardware or the original paper checks, or
    - 2) properly and timely dispose of original paper checks in accordance with Paragraph 8, in which event such

Losses and Liabilities shall include, without limitation, consequential damages.

- vii. If the applicable hardware or software, or the Service, or any part of the Settlers bank online banking system or other operating system, was not working properly and you knew about the breakdown when you started your transaction.
  - viii. If circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider, power outage, difficulty with telephone or cable lines, the Internet or satellite communications, difficulty with any hardware, software, or the Service, computer virus or related problem, or cessation of the operation of the Service or the arrangement between Settlers bank and the Service, prevent or delay the transaction, despite reasonable precautions that we have taken.
  - ix. If your funds are being held or frozen or are subject to legal proceedings.
  - x. If the Deposit Account in connection with the Service has been closed.
  - xi. If we do not receive the necessary deposit information from you, or if such information is incomplete or erroneous when received by us.
- b. This Paragraph 16, together with any additional indemnities and hold harmless agreement set forth elsewhere in this agreement, shall survive the termination of the Service.

#### 17. Privacy and User Information:

You acknowledge that in connection with your use of Mobile Deposit, Settlers bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Settlers bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Settlers bank and its affiliates and service providers also reserve the

right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

#### Restrictions on Use

You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (ii) any material or information that is false, misleading, or inaccurate; (iii) any material that would expose Settlers bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (iv) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the bank accounts which you access using Settlers bank Mobile Banking. We can terminate your Mobile Banking privileges under this Agreement without notice to you. Mobile Banking accounts which are inactive for the last ninety (90) days may be unenrolled. Inactivity is defined as no account access through Settlers bank Mobile Banking in the last ninety (90) days.

To cancel the Mobile Banking service, you must notify Settlers bank and provide your name, address, and the effective date to stop Service. You may notify Settlers bank by one of the following methods:

- By calling 608.842.5033 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time.
- By email: [info@settlerswi.com](mailto:info@settlerswi.com)
- By writing a letter and sending it to the following address:

Settlers bank  
4021 Meridian Dr.  
Windsor, WI 53598

provider, any federal reserve bank or  
transmission or communications facility or any  
intermediary or receiving financial institution,  
and no such person shall be deemed Settlers  
bank Bank's agent.

**18. Limits on Settlers bank Bank's Liability:**

- a. Our liability for deposits made to Deposit Accounts using the Service may also be governed by other Paragraphs of this Agreement. If any provision herein is inconsistent with any provision of applicable law that cannot be varied or waived by agreement, the provisions of applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever to you for any loss, damage, or claim arising out of any delay or failure in the performance of the Service in accordance with the terms of this Agreement. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any such provisions of the law that cannot be varied or waived by agreement. In no event will Settlers bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the Service (even if Settlers bank has been informed of the possibility of such damages), including, without limitation, attorneys' fees. The Service is provided by an independent contractor and not Settlers bank Bank's agent. Settlers bank Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY SETTLERS BANK WITH RESPECT TO ANY OPERATING SYSTEM, INCLUDING WITHOUT LIMITATION THE SETTLERS BANK ONLINE BANKING SERVICE OR MOBILE CHECK DEPOSIT SERVICE OR ANY SOFTWARE, AND SETTLERS BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. The only warranties are those provided by the licensor of any related software and set forth on the related software package. You agree that Settlers bank shall not be liable to you for any failure or delay in processing a deposit, if such deposit would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that Settlers bank shall not have any liability whatsoever to you for any loss caused by any act, error, or omission of you or any other person, including, without limitation, the Service Provider, any Internet access service

**19. Enforceability:**

- a. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**20. Right of Audit**

You agree to ensure that all appropriate management policies, controls and procedures are in place to ensure the security and protection of all sensitive personal and financial information associated with checks included in a Mobile deposit. Upon request by us, you hereby authorize us to enter your business premises for purposes of ensuring that you are complying with this agreement. You specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate.

**21. Termination:**

- a. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purpose or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement, Commercial Bank Services Agreement or any other agreement with us.

5.11 Positive Payment Services. The Positive Pay check fraud reduction program (the "Service") is designed to reduce the likelihood that an unauthorized check will be paid against Customer's deposit account. Customer will submit electronic files to Bank that identify checks that have been validly issued by Customer payable against the Account. As checks are presented for payment, Bank will

match the incoming checks against the list of issued items. Checks that do not match the list of validly issued checks provided by Customer will be reported electronically to Customer by Bank. This will enable Customer to instruct Bank to return checks drawn on Customer's Account that appear to be counterfeit, altered, or are otherwise not validly issued by Customer. The Service is available only through our eCorp Internet Banking product, which requires the execution of separate eCorp documents.

Customer will provide Bank with the complete issue date, check number and amount of each check issued (the "Check Issue Data") on the Account. Customer agrees to provide the Check Issue Data to Bank on the same day that the checks are issued, in the format and medium specified by the Bank. The Bank will utilize the Check Issue Data to electronically compare to checks presented against the Account. In performing the Service, Bank will use only the Check Issue Data that Customer has provided to Bank in the format and medium specified by Bank. (See paragraph 12 of this agreement for daily processing deadlines).

If a check presented against the Account matches the Check Issue Data, Bank will make final payment and charge the matched check to the Account.

Bank will notify Customer via email that their daily exception report is available in the event that a check has been presented for payment that does not match the Check Issue Data (an "Exception Item").

If Customer is informed by Bank that an Exception Item has been identified, Customer must instruct Bank through eCorp, Positive Pay to pay or return the Exception Item (a "Pay/Return Decision"). Each Exception Item must be identified by complete check number and dollar amount. Customer may view images of Exception Items via eCorp Positive Pay prior to making the Pay/Return Decision. Bank must receive the Pay/Return Decision from Customer via eCorp Positive Pay not later than **11:00 a.m. (CST)** on the same business day that the Exception Item was originally presented to the Bank for payment ("Notification Deadline"). Bank is under no obligation to pay an Exception Item if the Pay/Return Decision is received by Bank after the Notification Deadline.

In the event that Customer fails to notify Bank of Customer's Pay/Return Decision on an Exception Item by the Notification Deadline, Bank will return all exceptions Item(s).

Any check that Bank returns in accordance with the terms of this Agreement will be deemed to not be properly payable. Any check drawn on the Account that Customer authorizes Bank to pay in accordance with this Agreement will be paid without the Bank performing any other check verification procedures. Customer hereby agrees that once Customer has authorized the payment of a check or other debit transaction against the Account

utilizing the Bank's Positive Pay Service, Bank will have no liability whatsoever for paying the check, regardless of whether or not the item was validly issued by Customer and whether or not Bank has performed any additional check verification procedures for the item. Customer (i) agrees to indemnify and hold Bank harmless from any losses or liabilities it may suffer or incur as a result of Bank returning or paying a check or other debit transaction against the Account based upon Customer's Pay/Return Decision; and (ii) releases and forever discharges Bank, its officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorney's fees and legal expenses, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, which Customer has, or ever can, may or shall have or claim to have against Bank regarding or relating to the payment or return of any check pursuant to the provisions of this Agreement. This section will continue after termination of service.

The Positive Pay Service shall not be used as a substitute for Bank's stop payment service. Customer agrees to follow Bank's standard stop payment procedures if it desires to return a matching or other check that was validly issued. Nothing in this Agreement will limit (i) Customer's right to stop payment on any matching or other check; (ii) Bank's right to return any matching or other check that Customer has authorized Bank to pay if Bank determines, in its sole discretion, that the check is not properly payable for any reason; or (iii) the right of the Bank to return any check or other debit transaction when there are insufficient collected and available funds in the Account. Nothing in this Agreement will be construed as obligating the Bank to perform any verification procedures on any check or other debit that Customer has authorized the Bank to pay, although the Bank may choose to perform certain check verification procedures if it so chooses in its sole discretion.

Either Customer or Bank has the right to terminate this Service by providing thirty (30) days' advance written notice to the other party at the addresses shown below. The Service will automatically terminate immediately if eCorp Internet Banking service is cancelled by either party or the Account is closed for any reason by either party. Termination of the Service will not terminate Customer's or Bank's rights or obligations under this Agreement with respect to events or actions which occurred before such termination.

Customer must provide Bank with the file of Check Issue Data via Centrix ExactTMS, not later than **4:00 p.m. (CST)** on a business day. "Business Day" is a day the bank is

open to the public for carrying on substantially all of its business (other than Saturday, Sunday, or listed holidays). Customer may send more than one file per day. Check Issue Data files that are received by the Bank after 4:00 p.m. (CST) will be processed the next business day.

Customer must notify Bank of its Pay/Return Decision for all Exception Items by **11:00 a.m. (CST)** on the same business day that Customer was notified of the Exception Items. The Customer's failure to provide its Pay/Return Decision via eCorp Positive Pay by 11:00 a.m. (CST) on the same business day that the Customer was notified of the Exception Items will be considered by the Bank to be explicit authorization by Customer to return all Exception Items for that day.

**5.12** ACH Block/Filter Services. As provided in this Agreement, specified ACH transactions will be subject to block and/or filter services on the terms set forth in this agreement. In all cases, Customer must provide Bank with all information required by Bank in order to permit Bank to deliver the block and/or filter services for ACH entries. Unless Customer has provided Bank with sufficient information to block or filter ACH entries, Bank may pay and debit or credit to the Connected Account each ACH entry that is not blocked or filtered.

**Definitions.** Applicable to this section specifically. See Explanation of Certain terms for other general meanings:

Available Funds means funds on deposit in a Connected Account and available for withdrawal pursuant to Federal Reserve Regulation CC (12 CFR 229 et seq.) and Bank's applicable funds availability schedule and policies as described in the current Deposit Account Agreement and Disclosure.

Exception Item means an ACH that is blocked or filtered.

Exception Item Report means a record describing Exception Items that is provided by Bank to Customer under this Agreement.

Pay Request means the instructions of Customer to Bank requesting Bank to pay an Exception Item.

Return Request means the instructions of Customer to Bank instructing Bank not to pay an Exception Item.

Return Default. If Customer misses the deadline or if Bank otherwise does not receive a Pay Request as to any ACH entry, Bank will make final decision to return the entry.

**Not Covered.** This Agreement does not cover an ACH entry if Bank has paid the item or is committed to honor or pay the item under applicable laws, regulations, or rules governing checks.

**Stop Payments.** Customer can request a stop payment on an ACH entry by calling Settlers bank at 608-842-5000 or via the Online Banking System. The stop payment request must be received by Bank before the ACH entry has been paid. The deadline for placing a stop payment is 5:00 p.m. (Central Time) Monday through Friday except Federal Reserve holidays in person or by phone. The deadline for placing a stop payment via online banking is 6:00 p.m. Stop Payment requests received after 5:00 p.m. will be processed the following business day. If Customer is concerned that the ACH entry may be paid before the order is effective, Customer should call Bank. To be effective, a stop payment must be placed in a timely manner and must include the payee's name, the amount, and the effective entry date of the ACH. Bank may also require Customer to confirm the stop payment order in writing sent by mail or personal delivery.

**Required Information.** In all cases, Customer must provide Bank with all information required by Bank in order to permit Bank to deliver the block and/or filter services for ACH entries.

#### **LIMITATIONS ON LIABILITY.**

**Uniform Commercial Code Liability.** To the extent applicable, the liability provisions of the applicable state version of Chapters 3 and 4 of the Uniform Commercial Code shall govern this Agreement, except as modified below.

**Performance of Bank.** Bank shall be responsible only for performing the service it expressly agrees to perform in this Agreement. In no case shall Bank be responsible for any acts or omissions of Customer. Customer is solely responsible for the amount and accuracy of each item and the timeliness of delivery of Customer authorization of any item or instruction given by Customer. Bank is not responsible for any act or omission of any other person, including, without limitation, any transmission or communications facility and data processor of Customer. Bank shall not be responsible for any dishonor of any payment order or for the acts, omissions, inaccuracy, interruption, delay, or failures of Customer, any Federal Reserve Bank or other financial institution, any transmission or communications facility, or any other person outside Bank's reasonable control. No such person

shall be deemed to be Bank's agent. Except as otherwise set forth specifically in this Agreement, Bank hereby disclaims all warranties express or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.

**Limit on Damages.** Bank shall be responsible only if (a) Bank dishonors an Exception Item and Bank has been ordered by Customer to pay pursuant to a proper Pay Request received by Bank by the deadline of 11:00 a.m. (Central Time) or (b) Bank pays an Exception Item listed in a timely Exception Item Report and Bank receives proper notification from Customer of its desire to return the item(s) by the deadline of 11:00 a.m. (Central Time). In the event of error or omission for which Bank is legally responsible as provided in the foregoing sentence, Bank's responsibility shall not exceed the value of the item. In no event shall Bank be liable for any consequential, special, punitive, or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions in performing its services under this Agreement. Notwithstanding anything in this section or the Agreement to the contrary, Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Item:

- a. that it reasonably believed was not properly payable; or
- b. if there are insufficient Available Funds on deposit in the Connected Account; or
- c. if required to do so by the service of legal process of Bank or the instructions of regulatory or government authorities or courts; or
- d. if Customer fails to provide proper and timely notice to pay the item.

**Interest.** Subject to the foregoing provisions, any liability that Bank may have for loss of interest for an error or delay in performing its services hereunder shall be calculated by using a rate equal to Bank's prevailing money market rate for the period involved, less any applicable reserve requirements.

**Customer and Bank Communications.** Customer and Bank, in their respective discretion, may each submit to the other party a revision of any communication provided under this Agreement. The revised communication must (i) be sent in its entirety and not in the form of a partial

amendment to the communication originally sent; (ii) identify the original communication; and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.

Bank shall provide the ACH block/filter services in response to a request that complies with all provisions of this Agreement and has not been revoked as provided in this Agreement.

Customer shall use only Exception Item Reports that comply with this Agreement and have not been revoked in accordance with this Agreement in the preparation of Pay Requests and Return Requests. Bank shall not be obligated to comply with any Pay Request or Return Request received in a non-standard format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such a Pay Request or Return Request as though it had not been received.

Bank is not responsible for detecting any Customer error contained in any ACH block/filter instructions, Pay Request, or Return Request given by Customer to Bank.

## **6. Term.**

This Agreement, as amended from time to time, will stay in effect until it is amended or terminated. Either Party may terminate this Agreement by providing written notice thereof to the other Party. We will ordinarily send you notice of any termination, but we are not required to do so unless Applicable Law requires such notice. Once we terminate this Agreement, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers. We may routinely terminate Online Banking Services for customers that have not used the service for sixty (60) days. Termination shall be effective as to prospective transactions only, and shall not alter the rights of the Parties as to transactions prior to the effective date of termination. In the event we terminate this Agreement, we shall have no responsibility to complete any previously initiated transfers. You may terminate this Agreement at any time by notifying us in writing. However, in the event you terminate this Agreement, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made,

including but not limited to any transfers scheduled in advance or any preauthorized recurring transfers.

**7. Fees and Expenses.**

You are required to pay us for any and all Fees and Expenses incurred in connection with Online Banking Services. Fees and Expenses will be charged to you or any of your Customer Accounts in accordance with the fee schedule established by us.

**9. Users.**

Authority and changes will be granted in writing per account signer after our approval. You must provide at least three (3) business days' notice to grant changes. You will be responsible for ensuring all users are properly trained in the functioning of the services to which they have access and that proper security measures are in place.

You hereby agree to indemnify and hold us harmless from and against any and all liability in any way related to the actions of all users with respect to Online Banking Services.

In the event you want to remove or limit the authority of a User, you also may call or write us at the address and phone number listed in the Section titled "Notices" to request we remove or modify a Sub-User's authority to use Online Banking Services. However, any time you request to remove or limit the authority of a Sub-User, we must be provided a reasonable time before any such modifications may be made. We may limit or restrict certain Online Banking Services.

**10. Bank Security Devices and Procedures.**

Security procedures are offered for your and our protection and you agree to implement and follow the security procedures provided for each Online Banking Service selected. You must safeguard your security procedures and not let anyone other than authorized persons have access to your security procedures. You will notify us immediately of any suspected unauthorized access. If you refuse or fail to follow a security procedure that we have offered and you later suffer a loss due to an unauthorized or fraudulent transaction that could have been prevented had you accepted and implemented a security procedure offered you agree that you will be solely liable for the loss. You affirm that there are no circumstances relevant to the determination of a commercially reasonable security procedure except as described in this agreement. You agree that the security procedures you have selected are reasonable for your particular circumstances.

**11. Customer Security Devices and Procedures.**

In addition to the Security Devices and Procedures required by us, you are required to establish and maintain internal Security Devices and Procedures sufficient to prevent any Unauthorized Use, including but not limited to

(a) running antivirus software before transmitting data to us or to or through the Web Site; (b) maintaining the security of your internal communications networks; and (c) ensuring a secure physical environment when using Online Banking Services. You understand and agree that your failure to do so may result in Unauthorized Use. You may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for you to execute virus scanning for each file manually. You are required to update your antivirus software regularly and in no event less often than once every month, and at all times, to act in accordance with Applicable Law. You are further required to conduct an annual audit to ensure that your information or information obtained by you from third parties is protected by Security Devices and Procedures that include adequate levels of (1) physical security to protect against theft, oral or electronic eavesdropping, tampering or damage; (2) personnel and access controls to protect against Unauthorized Use; and (3) network security to ensure secure capture, storage, transmission, and distribution of financial information. You must provide proof of your security audits to us upon request. Any such information provided to us shall be kept confidential as required by Applicable Law. We may cease providing the Online Banking Services if we in our sole and absolute discretion determine that your internal Security Devices and Procedures are inadequate.

In addition to protecting your Security Devices and Procedures, you should also take precautions to protect your personal identification information, such as your driver's license, social security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should also protect and secure all information stored in any personal computer or other equipment you use to access our Online Banking Services.

**12. Your Liability for Authorized Transactions.**

Our system supporting our Online Banking Services is designed so that it may be operated only upon (a) entry of valid login information and passwords; and (b) compliance with any other Security Devices and Procedures we have established. You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone access to the login information, passwords, or other Security Devices and Procedures we provided to you and you want to terminate that person's authority, you must notify us that transactions by such person are no longer authorized. We may have to change your access codes, login information, passwords, or other Security Devices and Procedures or take additional steps to prevent further access by such person. We will comply with any such request after having a reasonable time to process such request.



You understand and agree that we are unable to detect any errors by you that result from you incorrectly entering in any account information or amount in connection with a funds transfer request. You understand and agree that we and any other party processing a funds transfer request from you may rely on the number in your request that identifies the amount of funds to be transferred, the beneficiary, and any beneficiary's bank or intermediate financial institutions identified in your request, even if such numbers are incorrect or do not correspond to the name of the beneficiary or the financial institution. We and any other receiving financial institution have no obligation to determine whether a name and number identify the same person or institution. You acknowledge that payment of a funds transfer request initiated by you might be made by us or the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. With respect to incoming transfers that do not include an account number recognizable to us, we may return the transferred funds to the sending financial institution without incurring any liability to you.

**13. Notify us IMMEDIATELY for Unauthorized Transactions, Errors or Questions About Transactions Involving Business Accounts.**

Tell us AT ONCE if you believe your login information, passwords, or other Security Devices and Procedures we provided to you have been lost, stolen or otherwise compromised or used without your authorization. Quickly telephoning us is the best way of reducing your possible losses.

Call us at 608-842-5000  
or write to us at

Settlers bank, 4021 Meridian Drive, Windsor WI 53598.

**14. Unauthorized Use.**

You shall not permit any Unauthorized Use. You are required to promptly notify Bank in writing if YOU HAVE actual knowledge that the security of the Web Site or the Online Banking Services has been compromised or that there has been any Unauthorized Use. You, the master user, and each sub-user, and any of your other agents or employees shall maintain the highest possible level of confidentiality with regard to all security devices and procedures. You are required to take all steps necessary to prevent access to security devices and procedures by unauthorized persons. We shall have no liability for your internal security devices and procedures and you assume full responsibility for (a) maintaining the confidentiality of the security devices and procedures; (b) the actions of all Persons using the security devices and procedures issued to you; and (c) all unauthorized use. You agree to hold us harmless and indemnify us against any and all liabilities arising out of any unauthorized use. You shall be bound by any use of the Online Banking Services that is processed by us in compliance with our required Security Devices and

Procedures whether authorized or resulting from unauthorized use, including but not limited to any payment order sent in the name of Customer.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the login information, passwords, or other Security Devices and Procedures that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can minimize your losses. You may notify us at the telephone number and addresses listed in the Section titled "Notice".

**15. Final Settlement and Reversal of Transactions.**

Notwithstanding any other provision of this Agreement, the crediting of any and all funds to a Connected Account shall be a provisional settlement until such time as we receive final settlement from any and all parties involved in such transaction. You agree that we may reverse or chargeback for any pending or completed transaction for any reason to the extent required or not prohibited by Applicable Law, including but not limited to insufficient funds, Unauthorized Use, and service of legal process or orders of any governmental authority.

**16. Limitation or Suspension of Online Banking Services.**

For security reasons, we may implement limits from time to time on the number or amount of transactions you can make using our Online Banking Services. You also agree that we may, at any time, temporarily or permanently suspend the availability of the Online Banking Services if required by Applicable Law, any governmental authority, or if we believe such suspension of Online Banking Services to be necessary for security purposes (for example, if you input incorrect login information, passwords, or otherwise fail to comply with established Security Devices and Procedures), or to prevent Unauthorized Use, loss, theft, fraud, or any other liability or damage to you, us, or any other Person. In the event of such suspension, we may refuse to process or complete any scheduled or recurring transactions initiated through Online Banking Services. In the event of suspension of Online Banking Services, we will attempt to provide you reasonable notice. However, you understand and agree that the circumstances regarding any Unauthorized Use, loss, theft, or fraud, may dictate that notice is reasonable if given at the time of suspension or in some cases after suspension of Online Banking Services. We may also limit access from countries other than the United States of America.

**17. Required Technology.**

You shall at all times be responsible for purchasing, installing, and maintaining the Required Technology. You may be required to purchase Required Technology from us. You are solely responsible for maintaining the

Required Technology with the necessary compatibility and format to interface with our systems, including without limitation, the ability to support the Security Devices and Procedures required by us or established by you. You are required to comply with the minimum compatibility requirements for all Required Technology used in connection with Online Banking Services, including but not limited to those for any Required Technology that we subsequently allow to be used with Online Banking Services. Minimum recommended user hardware and software standard may change.

The following are the current recommended minimum user hardware and software standards for use of Online Banking Systems with a personal computer:

- A PDF reader such as Adobe
- Internet browser including:
  - Apple Safari version 9 or higher
  - Google Chrome version 44 or higher
  - Mozilla Firefox version 44 or higher
  - Internet Explorer 11
  - Microsoft Edge – any version
  - Opera Version 30 or higher
- Operating system such as:
  - Microsoft Window 7-32 bit All Editions
  - Microsoft Vista-32 bit-Business
  - Microsoft Windows XP-32 bit Professional Edition
  - Mac OS

Updates may occur occasionally your continued use constitutes consent.

We are not responsible for your failure to use Required Technology in compliance with the above minimum recommendations. We are not responsible for any liability caused by or in any way arising out of the installation, use or maintenance of your personal computer hardware or software or other Required Technology, including any software provided by us or one of our suppliers or vendors.

Any Required Technology provided by you, prior to use in connection with the Online Banking Services, shall meet any and all requirements established by us from time to time, including but not limited to those set forth in this Section. You agree (a) to comply with any license agreement related to any Required Technology; and (b) that a failure to comply with any such licensing agreement shall be a default under this Agreement. To the extent applicable, we hereby grant you a limited, non-exclusive sublicense to use any software or other Required Technology made available by us. Such sublicense shall automatically terminate upon termination of this Agreement for any reason, and upon termination of this Agreement, you are required to immediately remove from your systems any Required Technology made available to you by us. You are also responsible for ensuring that your

use of Required Technology is in compliance with all applicable requirements of telecommunications companies, government authorities, and otherwise, including but not limited to your communications connection to the Online Banking Services.

#### **18. Rejected, Returned, and Incomplete Transactions.**

We may reject or refuse to process any transaction that is not initiated in accordance with this Agreement or Applicable Law. If a transaction is rejected by a third party due to improper processing or delays by us, we shall reinitiate such transaction. In the event that a transaction is rejected or returned by us or any third party for any other reason whatsoever, it shall be your responsibility to re-initiate such transaction. We will give you notice of any rejected or returned transaction. We are authorized to debit or credit the Connected Accounts or any other Customer Account for transactions that are rejected or returned to us. You shall promptly provide immediately available funds to reimburse us if any transaction is rejected after we have permitted you to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such transaction is received by us. Unless required by Applicable Law, we have no obligation to pay you interest on the amount of any returned or rejected transaction debited from the Connected Accounts or other Customer Account. A third party receiving an order as a result of a Customer-initiated transaction may, in some cases, have the right to have an unauthorized or erroneous transaction credited to its account. You agree that we may deduct any amount owing to such third party from any Customer Account upon our receipt of proper notice of such crediting from such third party's bank. We may charge back against you any transaction that is returned or reversed by any third party receiving an order related to such transaction.

You are required to retain all tracking and confirmation numbers provided to you by us in connection to a transaction. If you contact us inquiring about a transaction, we may require you to provide the tracking or confirmation numbers to us to verify that the transaction was initiated. If a tracking and confirmation number is not provided to you in connection with your attempted initiation of a transaction, such transaction has not been initiated. Please note that a screen shot or other information regarding a transaction that has not been posted to a Connected Account will never be deemed evidence that such transaction was properly initiated, processed, or completed unless you can provide a confirmation number issued by us for such transaction.

#### **19. Transfers Involving Insufficient Funds.**

If you instruct us to make a transfer and you do not have a sufficient balance in the Connected Account from which you are making the transfer, we may refuse to complete

the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

We are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

**20. Availability of Online Banking Services.**

We intend to make Online Banking Services available at all times. However, we only process transactions and update information on Business Days and in some instances, only those transactions initiated prior to certain cut off times on Business Days. We do not guarantee a specific delivery time with respect to any information or document or the Online Banking Services. We reserve the right to modify any cut off time or deadline set forth in this Agreement by publishing notice of such modification on the Web Site or otherwise providing notice to you by any means set forth in this Agreement. We will use reasonable efforts to provide the information requested through the Web Site and the Online Banking Services in a prompt fashion, but shall have no liability for failure to provide timely information or services. You acknowledge and agree that access to Online Banking Services may be affected by local market telecommunication network activity, capacity and compatibility with third party communications equipment, Internet access, software, servers, and browsers. We disclaim any and all responsibility for any defect or service interruption in connection with local market telecommunication network activity, capacity and compatibility with third party communication equipment, Internet access, software, browsers and servers. You acknowledge and agree that there are no assurances that information transmitted over the Internet or other computer or wireless networks will be secure or confidential, and you waive any and all claims against us in connection with any such transmissions. In the event of a disruption of service, you shall be responsible for carrying out banking business through alternative delivery channels. Transactions will only be processed in the ordinary course of our business on the Business Day initiated. Transactions initiated after such time period may be processed on the next Business Day.

**21. Indemnification and Liability.**

We will provide the Online Banking Services as an accommodation to you. You acknowledge that without the limitation of damages and our liability contained in this

Agreement, we would not enter into this Agreement or provide the Online Banking Services. We do not undertake any fiduciary obligation to you. The provisions of this Agreement shall not be deemed to indicate that we are in control of you or that we are otherwise closely connected to you. If you shall develop a perception that we shall have taken any action or shall have engaged in any conduct in a wrongful or unlawful manner, you are required to notify us in writing no later than three (3) days of developing such perception.

If any part of this agreement is determined to be unenforceable, the rest of the agreement remains in effect.

**22. Indemnification of Bank by Customer.**

To the maximum extent permitted by Applicable Law, You shall hold harmless, indemnify, and defend us, our shareholders, officers, directors, representatives, agents, and employees from and against any and all liability, including reasonable attorneys' fees and costs, arising from or related in any manner to (a) your negligence; (b) your failure to comply with Applicable Law; (c) any transactions or attempted transactions covered by this Agreement from a business account; or (d) your failure to comply with the terms and conditions of this Agreement.

**23. Accuracy and Timeliness of Information Provided by Customer or Third Parties.**

Our performance is dependent upon our receiving timely, accurate, and complete data for each Online Banking Service and each transaction initiated by you, in the agreed upon form which can be processed on our system. If any of these requirements are not met by you, any of your other financial institutions, or any third party, we shall (a) no longer be expected to maintain the normal delivery schedule; (b) be empowered to charge appropriate fees and expenses for the cost of converting non-standard data into standard format or completing missing data; (c) be authorized to deliver, as complete and finished, whatever portion of the Online Banking Service that can be performed with available data; and (d) be authorized to return any incomplete or improper data and decline to proceed until accurate and complete data shall be provided.

We shall have no liability for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted prior to being made available. In no event shall we be obligated to verify the accuracy or completeness of any information provided to us by you or any other financial institution. We shall have no liability for (a) any loss or damage arising directly or indirectly from any inaccuracy or incompleteness in the input of an order or instruction from you; (b) any failure by you to obtain a confirmation of an order or instruction; or (c) any cancellation or attempted cancellation by you of an order or instruction. Information with respect to all

transactions is provided solely for your convenience, and you shall have no recourse against us as to use of such information. You acknowledge that, except to the extent required by Applicable Law, we have no obligation to maintain back-up copies of any document, file, or other information delivered by you to us. We assume no responsibility for the accuracy or timeliness of information and other financial data supplied by other financial institutions or providers.

**24. Limitation of Damages.**

Our sole responsibility for any error with respect to the Online Banking Services shall be to make reasonable efforts to correct that error.

We shall have no liability to you or any other Person for any special, incidental, indirect, consequential, or exemplary damages caused by any error, act, delay or omission by us, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this Agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage or expense is known to us.

In the event you incur any loss due to our fault, our liability to you shall be limited to general money damages not to exceed the lesser of the actual damages sustained and proven by you. You are required to notify us immediately if you experience errors, acts, delays, or omissions with respect to the Online Banking Services. We shall not be liable for any liability arising from any use or disclosure of any images of documents or items by any Person to whom you shall have directed us to provide any of such images. We shall have no liability for failing to transmit or delay in transmitting an order or transaction initiated by you if such transmittal would result in our violating any Applicable Law, including but not limited to exceeding any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines, or any present or future risk control program of the Federal Reserve or any rule or regulation of any other regulatory authority of the United States government.

**25. Disclaimer of Warranties.**

Neither we nor our suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking Services, or contained in any third party sites linked to or from the web site. The Online Banking Services are not guaranteed to be free from error or interruption. All Online Banking Services and any required technology provided by us are provided on an "as is" "as available" basis and we make no representation or warranties of any kind with respect to the Online Banking Services, the web site or any required technology. We disclaim all such representations and warranties, whether expressed, implied or statutory, including without limitation, all warranties of merchantability and fitness for a particular purpose. We shall have no liability for any

claim, loss, or damage relating to any Required Technology, including but not limited to a failure to perform in the manner for which it was intended or designed. You are responsible for taking appropriate precautions against damage to you which could be caused by interruptions or malfunctions of the Online Banking Service or required technology and you assume the risk of such occurrences.

**26. Representations & Warranties of Customer.**

You hereby represent and warrant to Bank that (a) you and any representative entering into this Agreement on your behalf have full power and authority (including full corporate, limited liability company, or other entity power and authority) to enter into this Agreement and to perform your obligations pursuant to this Agreement; (b) the creation and performance of this Agreement have been duly authorized by you; (c) each Person who may enter into this Agreement on your behalf has all necessary legal capacity and authority; and (d) this Agreement constitutes the valid and legally binding obligation on you enforceable in accordance with its provisions, except to the extent enforcement may be limited by (i) bankruptcy, insolvency, moratorium, or other similar laws generally affecting the rights of creditors; (ii) general principles of equity; and (iii) the exercise of judicial discretion.

**27. Business Day.**

If any provision of this Agreement shall require the performance of an obligation on a date that shall be a legal holiday pursuant to Applicable Law, a Party may postpone the performance of such obligation until the next Business Day.

**28. Currency.**

Any reference to dollars or money in this Agreement shall mean legal tender of the United States of America. Any amount required to be paid by a Party pursuant to this Agreement shall be paid by check, draft, or electronic transfer.

**29. Force Majeure.**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, computer viruses, errors or lack of responsiveness of other organizations or

entities, or other causes beyond that party's control. We cannot control and will have no liability for the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

**30. Attorneys' Fees.**

In the event of litigation among the Parties regarding the provisions of this Agreement or the transactions contemplated by this Agreement to this Agreement, you shall reimburse us for all attorneys' fees and expenses paid or incurred by us in the course of such litigation or the enforcement or interpretation of any provision of this Agreement.

**31. Performance by Bank.**

If you fail to perform any of your obligations under this Agreement, we may perform or cause the performance of such obligation, and the Fees and Expenses incurred by us in connection therewith, plus interest at the highest lawful rate, shall be paid by you. Notwithstanding the foregoing, nothing in this Agreement shall obligate us to perform any of the obligations on you under this Agreement.

**32. Law That Applies.**

Regardless of where you live or work or where you access our Online Banking Services, this Agreement is subject to the internal law of the State of WI and the federal law of the United States of America. If any of the terms of this Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with Applicable Law. Any litigation among the Parties arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be brought in the courts of the State of Wisconsin, County of Dane. Each Party irrevocably, unconditionally, and absolutely submits to the jurisdiction of such courts, and each Party irrevocably, unconditionally, and absolutely waives any objection to venue or to convenience of forum.

**33. Jury Trial.**

Each party irrevocably, unconditionally and absolutely waives any right to trial by jury in any litigation among the parties arising out of or relating to this agreement or the transactions contemplated by this agreement. A copy of this section shall be written evidence of the knowing, voluntary and negotiated contract of the parties to

irrevocably, unconditionally and absolutely waive trial by jury.

**34. Remedies.**

Due to the likelihood of irreparable injury, we shall be entitled to an injunction prohibiting any breach of this Agreement by you. To the extent permitted under Applicable Law, the remedies provided to you in this Agreement shall be exclusive of any remedies otherwise available to you pursuant to Applicable Law.

**35. Notice.**

Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. Any notice, demand, request, or other communication permitted or required to be given by Customer to Bank pursuant to this Agreement shall be deemed effective when we have received them and have had a reasonable time to act on them. All notices, demands, requests, and other communications permitted or required by this Agreement shall be in writing and shall be delivered to Bank by either (a) personal delivery; (b) overnight delivery service with delivery costs prepaid and receipt of delivery requested; (c) certified or registered mail with postage prepaid and return receipt requested; or (d) secure email using our secure email system. We may give any notice, demand, request, or other communication required by this Agreement pursuant to the requirements of this Section or otherwise, including but not limited to notice given by placing such notice on the Web Site or by secure email using our secure email system. All notices, demands, requests, and other communications permitted or required by this Agreement to be delivered to a Party's physical address shall be delivered at the following address unless another address shall be designated by a Party by notice pursuant to the provisions of this Section:

If to Bank:

Please call us at 608-842-5000

or write to us at

Settlers bank, 4021 Meridian Drive, Windsor WI 53598

in the event of any of the following: (a) Unauthorized Use; (b) if the security of any login, password, access codes, or other Security Devices and Procedures has been compromised; (c) if a cell phone or other mobile access device that you use to access Online Banking Services has been lost or stolen; (d) to initiate a stop payment request;

or (e) to request paper copies of periodic statements or this Agreement.

Please note that if you have enrolled in our Online Statements Service, you may be charged a fee for a request for a paper periodic statement. You may also be charged a fee for initiating a stop payment request according to the fee schedule we publish from time to time. Please note our telephone number listed above is available Monday through Friday from 9:00 a.m. to 5:00 p.m. Central time.

**36. Time.**

Time shall be of the essence. You understand and agree that any and all times referenced herein or related to this Agreement shall refer to the local time in Windsor, WI unless expressly stated otherwise.

**37. Review of Agreement.**

You represent, warrant, and covenant that you had an adequate opportunity to review this Agreement and to seek legal counsel prior to entering into this Agreement.

**38. Severability.**

Each provision of this Agreement shall be severable from all other provisions of this Agreement. If any provision of this Agreement shall be determined to be invalid or unenforceable in any litigation among the Parties, such provision shall be deemed to be amended to the extent necessary to render this Agreement valid and enforceable, and the remaining provisions of this Agreement shall be valid and enforceable.

**39. Interpretation.**

This Agreement shall be interpreted as follows: (a) equally against the parties regardless of who is more responsible for its preparation; (b) if there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law; (c) gender or lack of gender of any word shall include the masculine, feminine, and neuter; (d) singular shall include plural and plural shall include singular; (e) the words "include" and "including" mean, in addition to any regularly accepted meaning, "without limitation" and "including but not limited to"; (f) references to Sections refer to Sections of this Agreement; (g) subject headings, captions, and titles shall not affect the interpretation of this Agreement; (h) the definition of any term in this Agreement shall apply to all uses of such term whenever capitalized or the context requires; and (i) any exhibits or addendums to this Agreement shall be incorporated into this Agreement as though fully set forth word for word in this Agreement.

**40. Further Assurances.**

You are required to execute and deliver any other documents and take further actions as may be necessary to fulfill your obligations pursuant to this Agreement. This includes but is not limited to additional information needed to successfully process files according to NACHA, ECHO, OFAC and any other regulatory body. Failure to provide the information may result in files, transactions or requests not being honored at no fault of Settlers bank.

**41. Transfer of Rights and Obligations Under This Agreement.**

This Agreement and your rights and obligations pursuant to this Agreement may not be assigned, delegated, or otherwise transferred to any Person without our written consent in our sole and absolute discretion. Any assignment, delegation, or other transfer of this Agreement or any of your rights or obligations pursuant to this Agreement shall not release you from any of the provisions of this Agreement. We may transfer all or any part of this Agreement without notice to or consent from you. In connection with any transfer by us, you hereby irrevocably consent to the disclosure of information pertaining to you and this Agreement in connection with such transfer. You acknowledge that we have not made any representation, warranty, or covenant to you with respect to the transfer of all or any part of this Agreement. Any transfer by us of this Agreement shall release us from any further liability to you whatsoever. You shall indemnify and hold us harmless from and against all liabilities arising out of any transfer of all or any part of this Agreement.

**42. Third Party Beneficiary.**

The Parties do not intend to create any rights under this Agreement for the benefit of any third party beneficiary except as provided in this Agreement.

**43. Binding Effect.**

The Parties executed and delivered this Agreement with the intent to be legally bound to its provisions. This Agreement shall inure to the benefit of, shall be binding on, and shall be enforceable by the heirs, successors, and assigns of the Parties. In the event of damages for which the financial institution or company may be liable to each other or to a third party pursuant to the services provided under this agreement, financial institution and company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that

the relevant party may be obligated to defend or elects to pursue against a third party.

**44. Waiver.**

The provisions of this Agreement may be waived only by a subsequent written agreement executed by us. Any delay or inaction by us shall not be construed as a waiver of any of the provisions of this Agreement. A waiver of any provision of this Agreement by us (a) shall not be construed as a waiver of any other provision of this Agreement; (b) shall be applicable only to the specific instance and for the specific period in which the waiver may be given; (c) shall not be construed as a permanent waiver of any provision of this Agreement unless otherwise agreed by us in a subsequent written agreement executed by us; (d) shall not affect any right or remedy available to us; and (e) shall be subject to such terms and conditions as provided in a subsequent agreement executed by us.

**45. Conflict Between This Agreement and Other Agreements.**

In the event of an irreconcilable conflict between the provisions of this Agreement and the provisions of the written account agreement between you and us regarding a Connected Account, the provisions of the written account agreement shall control. In the event of an irreconcilable conflict between the provisions of this

Agreement and the provisions of any Treasury Management Services Agreement and any applicable addendums between you and us, the provisions of this Agreement shall control.

**46. Business Days.**

Settlers bank business days are Monday through Friday 9:00 a.m. - 5:00 p.m. unless otherwise specified in this agreement. Federal holidays are not Business days even if we are open.

**47. Fees.**

You agree to the fees set out in the Settlers bank Fee Schedule or as defined in the Service Fee Schedule which may be amended from time to time, for which prior notice will be provided.

**48. Unlawful Internet Gambling Notice.**

Restricted transactions as defined by Federal Reserve Regulation GG are prohibited from being processed through this account or relationship.

**49. Headings.**

Headings to sections of this Agreement or any Schedules are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement.



| <b>ACH Origination Services</b>         |                                |   |
|---|--------------------------------|---|
| ACH File Upload                         | \$5.00                         | Business Online Banking file upload fee   |
| ACH Item                                | \$0.10                         | Business ACH file size fee, per item in a file  |
| ACH Set Up Fee                          | \$5.00                         | Fee applies to ACH origination, alteration, or deletion   |
| ACH NOC Item Fee                        | \$6.00                         | Fee applies to ACH originators  |
| ACH Return Item Fee                     | \$6.00                         | Fee applies to ACH originators  |
| <b>Currency and Coin</b>                |                                |   |
| Coin Counting                           | \$.10/dollar                   |   |
| Coin Deposited                          | \$.85/standard bag             |   |
| Coin Deposited, Loose                   | \$.07/dollar                   |   |
| Coin Deposited, Machine Rolled          | \$.06/roll                     |   |
| Coin Ordered                            | \$.10/roll                     |   |
| Currency Deposited                      | \$.35/standard strap           |   |
| Currency Deposited                      | \$.05/piece non-standard strap |   |
| Currency Ordered                        | \$.60/strapped denomination    |   |
| Monthly Cash Handling Fee               | \$100.00                       | Monthly fee   |
| <b>Fraud Prevention Services</b>        |                                |   |
| Account Reconciliation                  | \$10.00                        | Per account per month   |
| ACH Block/Filter                        | \$25.00                        | Per account per month   |
| Positive Pay                            | \$25.00                        | Per account per month   |
| Positive Pay Exception Item Fee         | \$1.00                         |   |
| <b>Business Online Banking Services</b> |                                |   |
| Business On-line Banking                | \$5.00                         | Monthly fee   |
| Treasury On-line Banking                | \$10.00                        | Monthly fee   |
| <b>Remote Deposit Capture Services</b>  |                                |   |
| Remote Deposit Capture                  | \$25.00                        | Monthly fee with purchase of scanner  |
| Remote Deposit Capture                  | \$50.00                        | Monthly fee with lease of scanner   |
| <b>Sweep Services</b>                   |                                |   |
| Line of Credit Sweep                    | \$50.00                        | Business Line of Credit Required  |
| ZBA sweep (ex. Payroll acct)            | \$20.00                        | Monthly fee   |
| <b>Wires</b>                            |                                |   |
| Wire Fee, Incoming Domestic             | \$15.00                        |   |
| Wire Fee, Incoming international        | \$30.00                        |   |
| Wire Fee, Outgoing Domestic             | \$25.00                        |   |
| Wire Fee, Outgoing International        | \$40.00                        |   |
| Wire, foreign currency                  | \$40.00                        | Additional charges from foreign banks will be passed through without mark-up                              |
| Wire Recall Fee                         | \$15.00                        |   |
| <b>Miscellaneous Fees</b>               |                                |   |
| Annual Debit Card Fee                   | \$12/annual                    |   |
| Cashiers Check                          | \$3.00                         |   |
| Cashiers Check-Reissue                  | \$20.00                        | Lost after 90 days  |
| Check Collection Fee                    | \$6/item                       | Additional charges from foreign banks will be passed through without mark up                              |
| Check Printing Fees                     | varies                         |   |
| Closed Account Fee                      | \$25.00                        | (within 90 days of opening)   |
| Copy of Cancelled Check, Other Document | \$4.00                         |   |
| Debit Card Replacement Fee              | \$5.00                         |   |
| Debit Card Rushed Fee                   | \$45.00                        |   |
| Deposit Item Return Fee                 | \$6.00                         |   |
| Depository Bag - Keys                   | \$5.00                         | Additional or Replacement   |
| Depository Bag - Locked                 | \$25.00                        | Bag prices may vary depending on size   |
| Depository Bag - Zipped                 | \$5.00                         | Bag prices may vary depending on size   |
| External ACH Transfer                   | \$2.00                         | Per Transfer to like titled accounts  |
| Fax, Local                              | \$3/page                       |   |
| Fax, Long Distance                      | \$7/page                       |   |
| Foreign Currency                        | \$10.00                        | Plus Registered Mail fee  |
| Foreign Currency Draft                  | \$20.00                        |   |
| Legal Requests                          | \$35.00                        | Includes Garnishments and Levies  |
| OD Transfer Fee                         | \$5/transfer                   | Linked to Secondary Sb Account  |
| Overdraft Daily fee                     | \$5.00                         | Beginning Second Business Day After Overdraft Occurs  |
| Overdraft Fee                           | \$25.00                        | Overdrafts are generally created by check, in person withdrawal, ATM withdrawal or other electronic means |
| Paper Statement Fee                     | \$5/mo                         |   |
| Photocopies                             | \$0.50                         |   |
| Redeposited Item Fee                    | \$4.00                         |   |
| Research Request                        | \$10/each or \$25/hour         |   |
| Returned Item Fee                       | \$25.00                        |   |
| Security Token                          | \$2.00                         | Monthly fee   |
| Security Token Replacement Fee          | \$25.00                        |   |
| Special Instructions                    | \$25 each/acct per mo          |   |
| Statement Duplicate or Copy             | \$5.00                         |   |
| Statement, Special Cut-Off              | \$15.00                        | One time fee per occurrence   |
| Stop Item Charge                        | \$15.00                        |   |
| Stop Item Charge                        | \$10.00                        | Through Business or Treasury Online   |
| Telephone Transfer                      | \$3.00                         |   |

Some Services Require Business or Treasury Online Banking