

Settlers bank

Electronic Banking Services Agreement

This Agreement describes your rights and obligations as a user of the Electronic Services ("Services"). It also describes the rights and obligations of Settlers bank. Please read this Agreement carefully. By signing below or by clicking "I Agree", you agree to comply with the terms and conditions of this Agreement. You also consent to delivery of documents related to this service electronically. Such documents contain the terms and conditions related to the applicable service(s). New services may be introduced for the Services from time-to-time. Settlers bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services. You have a right to withdraw your consent to receive information from us electronically by calling us at 608-842-5000.

Definitions

The following definitions apply in this Agreement.

- "Business Day" is every day except Saturdays, Sundays, and federal holidays.
- "Online Banking" offers you the ability to access your accounts through the Internet, or by mobile device either through mobile browsing, mobile text messaging or through our mobile applications.
- "Online Account" means any Settlers bank Account from which you will conduct transactions using a Service.
- "Mobile Banking" refers to the use of the Services using a mobile wireless device.
- "Mobile Deposit" offers you the ability to use the Mobile Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to (i) create electronic images of the front and back of certain Paper Items and (ii) transmit those images and other information, including, without limitation the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement. Also referred to as "electronic items"
- "Paper Item" is an item that is in paper form. For purposes of this Agreement, an "Item" includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, cashier's check or traveler's check.
- "Password" is the code communicated to you by Settlers bank for use during the initial sign-on, or the code you select after the initial sign-on, that establishes your connection to the Service.
- "Time of day" references are to Central Standard Time or Central Daylight Time, as applicable.
- "We," "us" or "Settlers bank" refer to Settlers bank, which offers the Services, and which holds the accounts accessed by the Services.
- "You" or "Your" refer to the person(s) or entity subscribing hereto.

Access to Services

You will gain access to your Online Accounts through the use of your personal computer, Wireless Device, your data provider, your user ID and your Password.

The Services may not be available on all types of devices. You agree and understand that the Services may not be accessible or may have limited utility over some networks, such as while roaming.

Hours of Operation

The Services are available 24 hours a day, seven days a week, except during special maintenance periods, which generally are scheduled between 11:00 p.m. Sunday night and 4:00 a.m. Monday morning. For purposes of transactions, Settlers bank's business days are Monday through Friday, excluding holidays as determined by Settlers bank. All Online Banking, Mobile Banking, and Mobile Deposit transaction requests received after 6:00 p.m. on business days, and all transactions which are requested on Saturdays, Sundays or holidays on which Settlers bank chooses to remain closed, will be processed on the next Settlers Bank business day. Settlers bank's business day begins at 9:00 a.m.

Settlers bank communicates to you a Password for use during the initial login; then for security purposes, you are required to change your Password after the initial login. You determine what Password you will use and the identity of your Password is not communicated to us. You agree that we are authorized to act on instructions received under your Password. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. After three (3) unsuccessful attempts at authorization to use the system, you must contact us to have your Password reassigned. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

Lost or Stolen Password or Device

If your Password or device has been lost or stolen, call Settlers bank immediately at 608-842-5000, 9:00 a.m. to 5:00 p.m. Telephoning Settlers bank is the best way of minimizing your losses related to your bank accounts. You agree not to allow

anyone to gain access to the services or to let anyone know your Password used with the services. Also, for lost devices, log into Online Banking via a personal computer and, under options, remove the lost device from the list of authorized devices.

Services

The following transactions are available through one or more of the Services platforms:

1. Funds Transfers. You may perform funds transfers from your Settlers bank checking accounts or savings accounts to other Settlers Bank checking accounts or savings accounts that you own. You may also transfer from your Settlers bank checking or savings account to make loan payments. Note: This Agreement imposes no restrictions on the number of transactions from Settlers bank accounts or the amounts which may be transferred, but certain limits and restrictions on the frequency of transfers may be applicable with respect to the particular types of accounts subject to this Agreement, particularly Statement Savings and Money Market Accounts. Federal regulations limit pre-authorized, electronic or telephone transfers to six (6) per month.
2. Balance Inquiries. You may use the Services to check the current balance and other account information on deposit accounts and loan accounts.
3. Customer Service. You may communicate with Settlers Bank by using your personal computer to send and receive written messages electronically. Please refer to the "Contact Us" option to send us your comments, questions or concerns.
4. Bill Payment. You may use the Services to make single and reoccurring payments that you set up and authorize.
5. Account Alerts. You may set up optional account alerts to be delivered either to your mobile phone and/ or other compatible and supported wireless device (text rate may apply) and/ or via email.
6. Mobile Deposits. You may use the Mobile Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to (i) create electronic images of the front and back of certain Paper Items and (ii) transmit those images and other information, including, without limitation the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Agreement.

Creating a Mobile Deposit

You shall use hardware and software approved by Settlers bank and the Mobile Banking application to create electronic images of checks and other Paper Items that you wish to deposit to your Account by means of the Services, and to transmit your Electronic Items to us. The following items may not be deposited through the Services: international checks, remotely created checks (whether in paper form or electronically created), checks payable to any person or entity other than you, altered items, items you should know or suspect are fraudulent, checks drawn against a line of credit, or cash.

You will not submit any duplicate Electronic Item to us nor will you deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us or another Financial Institution, an Electronic Item unless we have notified you that the Electronic Item is an Exception Item.

The image of an item transmitted using the mobile deposit service must be legible and clear. It must not be altered. It must capture all pertinent information from both sides of the item. Image quality must meet industry standards.

Mobile Deposit Endorsement

Only Items that are made payable to and endorsed by you may be transmitted through the Services. All items must be endorsed with your signature and **Remote deposit at Settlers**. Items not endorsed properly may cause a delay in processing and/or be rejected.

Processing Your Electronic Item(s)

Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Item, provided its transmission to us is prior to the Cut-off Time.

Cut off time for you to transmit your Electronic Item(s) to Settlers bank is prior to 6:00 P.M. on any Business Day. Eligible items will be processed on that Business Day. If you transmit your Electronic Item(s) to us after the Cut-Off Time on any Business Day, or it becomes ineligible, we will review and process your eligible Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by Settlers bank when the Service generates a confirmation message.

Mobile Deposit Exception Items

Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Services each "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, (c) is drawn on banks located outside the United States, does not contain proper endorsement or (d) is in an amount that exceeds the Deposit Limits of the Services.

We will notify you of each Exception Item through the Settlers bank Services or other communications channels at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to Settlers bank under your warranties to Settlers bank contained herein

Deposit Limits

The Services will accept Electronic Items totaling up to \$1,000 per banking day for accounts that were opened through a bank employee. The Services will accept Electronic Items totaling up to \$250 per banking day for accounts that were opened online using The Bank's Account Create service that by-passes bank employees. The daily total may be comprised of multiple deposits and/ or multiple items. Electronic Items submitted in excess of the limit shall be considered Exception Items and may be rejected in our sole discretion in accordance with the Exception Items terms contained within this Agreement.

Retention and Safekeeping of Paper Items

You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and transmitted to us an Electronic Item.

Errors and Questions

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If your statement shows transfers that you did not make or in case of errors or questions, notify Settlers bank immediately by calling us at 608-842-5000, Monday through Friday from 9:00 a.m. to 5:00 p.m. or writing us at:

Settlers bank

Attention: Online Customer Service

4021 Meridian Dr.

Windsor WI 53598

Limit of Settlers Bank and Other Provider's Responsibility

Settlers bank agrees to make reasonable efforts to ensure full performance of the Services. Settlers bank will be responsible for acting only on those instructions sent through the Services which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under its control which may affect the accuracy or timeliness of messages you send. Settlers bank is not responsible for any losses should you give incorrect instructions. Any information you receive from Settlers bank or its information providers is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Settlers bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information. Neither Settlers bank its information providers are responsible for any computer virus or related problems which may be attributable to services provided by any access service provider. You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing the Services. Settlers bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. The limit of Settlers bank's liability shall be as expressly set forth herein. Under no circumstances will Settlers bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

Settlers bank will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested within regulatory limits.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of Settlers Bank, you do not have enough money in your account to make the transfer
- Through no fault of Settlers Bank, the transaction would have caused you to exceed your available credit
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy

- Your funds are subject to legal process or other encumbrance restricting the transfer
- Your transfer authorization terminates by operation of law
- You believe someone has accessed your accounts without your permission and you fail to notify immediately
- You have not properly followed the scheduling instructions on how to make a transfer or deposit included in this Agreement
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer

We have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Settlers bank's Responsibility to Its Customers

If you send Settlers bank an electronic mail message, Settlers bank will be deemed to have received it on the following business day. Settlers bank will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with Settlers bank immediately, for example if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur.

You agree that Settlers bank may respond to you by electronic mail with regard to any matter related to the Services, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Settlers bank shall be considered received within three (3) days of the date sent by Settlers bank, regardless of whether or not you sign on to the Services within that time frame.

Other Agreements

In addition to this Agreement, you and Settlers bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Accounts. Your use of the Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Settlers bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. You agree that when you use the Services, you will remain subject to the terms and conditions of all your existing agreements with us and our affiliates. You also agree that you will continue to be subject to the Terms and Conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Services (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Services, including while downloading the software, receiving or sending Services text messages, or other use of your wireless device when using the software or other products and services provided by the Services), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of the Services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with the Services, you will contact us directly

Mobile Banking Software License Agreement

A. License.

You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you may be required to download and install the Software to that new or different Wireless Device.

B. License Restrictions/Revocation.

This License shall be revoked immediately upon any of the following conditions:

- (i) your termination of Mobile Banking;
- (ii) your deletion of the Software from your Wireless Device;
- (iii) your noncompliance with any of the terms of this Agreement;
- or (iv) written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of

Software such as Fiserv) reserve all rights not granted to you in this Agreement.

Mobile Banking Software

The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software, (ii) copy or reproduce all or any part of the technology or Software, or (iii) interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of our procedures and requirements for use of the Software. The provisions of this Paragraph will survive termination of this Agreement.

Mobile Banking Software Export Control

You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

Mobile Banking Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

Location-Based Information.

If you use any location-based feature for Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you may cease using location-based features of Mobile Banking.

Your Warranties to Settlers bank

You represent and warrant to Settlers bank that:

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE, VIEW ACCOUNT BALANCES, TRANSFER FUNDS BETWEEN ACCOUNTS AND TRANSMIT AN ELECTRONIC ITEM(S) FOR DEPOSIT. ALL USES OF THE SERVICES THROUGH YOUR SECURITY CREDENTIAL WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICES (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT SETTLERS BANK PROVIDES YOU WITH RESPECT TO THE SERVICES AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY SETTLERS BANK IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

Modifications to this Agreement

Settlers bank may modify the terms and conditions applicable to the Services from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, via email, through a message on this service and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Disclosure of information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers
2. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. To comply with government or court orders, or other reporting requirements
4. If you give us your written permission

Electronic Mail

Information concerning your account history with Settlers Bank will be shared within the Settlers bank organization.

Inactivity / Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using the Services. We can terminate your Services privileges under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan Accounts, or your Accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason. We may convert your Account to inactive status if you do not sign on to the Services or have any transaction scheduled through the Services during any consecutive 180 day period. If your account is considered inactive, you must contact us to have the Services activated before you will be able to schedule any transaction through the Services. To cancel the Services, you must notify Settlers bank and provide your name and the effective date to stop the Services. You may notify Settlers bank by one of the following methods:

1. By initiating a customer inquiry through our Web site
2. By calling 608-842-5000, 9:00 a.m. to 5:00 p.m.
3. By writing a letter and sending it to the following address:

Settlers bank

Attention: Online Customer Service

4021 Meridian Dr.

Windsor WI 53598

Governing Law

This Agreement is governed by the laws of the State of Wisconsin and applicable federal law.

Fee Schedule

Settlers bank offers the benefits and convenience of the Services at the rates published in Settlers bank's Fee Schedule. These fees are subject to change. Settlers bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

Synchronization

Information about activity is synchronized between the Services and our Website. Transfer and payment information available via the Services may differ from the information that is available directly through our website. Information available directly through our website may not be available via the Services, may be described using different terminology, or may be more current than the information available via the Services, including but not limited to account balance information. The method of entering instructions via the Services also may differ from the method of entering instructions through our website. We are not responsible for such differences, whether or not attributable to your use of the Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.