



WALDO  
STATE BANK

## **PLEASE READ THIS DOCUMENT CAREFULLY AND RETAIN IT FOR FUTURE REFERENCE**

This Agreement is between Waldo State Bank and you. It contains the terms and conditions regarding your use of Online Banking (Internet Service) Waldo State Bank is offering you. When conducting your banking business through the Internet Service, you are also subject to the same rules and regulations governing the use of Waldo State Bank services and accounts of which you have been notified and to which you would be subject if you were conducting the business in another manner.

You will need to use a computer and software that can interface with the Internet Service, as well as have an established internet connection. The installation, maintenance, and operation of all equipment are your responsibility. Waldo State Bank is not responsible for any errors or failures of your computer equipment or internet service. The Internet Service can be used at any time, 24 hours a day—although certain system maintenance or malfunctions may make it unavailable from time to time.

### **Terms and Conditions of Service**

1. Coverage. This Agreement applies to your use of Online Banking, our internet banking service ("Internet Service"), which permits you to access certain types of your accounts with us via the Internet for services selected by you and agreed upon by us. In this Agreement, the terms "you" and "your" refer to the depositor on a deposit or loan account accessible by Internet Service, and the terms "us," "we," and "our" refer to the Bank.

2. Enrollment/Application Forms. To establish Internet Service, you must first navigate through our enrollment screens (including reading and/or printing the provided disclosures), evidencing your desire to access your accounts using the Internet Service. You will need your last bank statement, your Social Security Number and your email address to answer some questions regarding your account during the enrollment process. Upon successful validation of your customer information, you will have immediate access to your account information. Clicking on "I Agree" to our Internet Banking Agreement constitutes your agreement to the terms of this Agreement.

3. Your Responsibility. You are responsible for selecting all systems, hardware and your Internet Service provider and for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet Service provider and systems and computer services. We have no responsibility or liability for same.

4. DISCLAIMERS OF WARRANTIES AND LIABILITIES. INTERNET SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT INTERNET SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF INTERNET SERVICE. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO INTERNET SERVICE.

5. Access Codes. During the enrollment process, you will be prompted to enter an alphanumeric UserID and Password. You will also be prompted to enter an "Authorized Caller", designated by you, who is a named account owner, which will permit that person to access Customer Support at (920) 528-8385. We

will amend and revoke assigned passwords, "Authorized Caller", and the services that may be performed by each person to whom the passwords are assigned upon our receipt of clear and complete instructions in a written notice from you to do so and passage of a reasonable period of time for us to respond to the notice. Until such time, our authority and instruction to respond to transactions initiated using an assigned password shall continue. Written Notice from you regarding a particular password, "Authorized Caller", or service available using a particular password shall not affect the validity or use of any other password assigned to you or any other services available using Internet Service.

6. Customer Liability. You are responsible for maintaining the confidentiality of the password. You understand and agree that you are responsible for all transactions incurred using your password. You agree to disclose the password only to those individuals authorized to use Internet Service. Anyone to whom you disclose your password and anyone who has access to your password will have full access to the services you can perform on Internet Service, including full access to your Accounts. We are entitled to presume that all communications and transactions conducted containing the proper password are authorized by you and we act upon those communications. You will be bound by any transaction performed by any person using that password. You assume full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Internet Services. The use of the password as a security measure supercedes any other security procedures in agreements you have with us relating to funds transfers such as a wire transfer agreement or ACH Agreement.

7. Contact in Event of Unauthorized Access. Contact us at once if you believe your password has been lost, stolen or has otherwise been made available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. Unauthorized use of your password could result in loss of all the money in your Accounts (plus your maximum overdraft line of credit). If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call (920) 528-8385 or write Waldo State Bank, P.O. Box 8, Waldo WI 53093

8. Business Days. Our business days are Monday through Friday. The following holidays are not included as business days: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. We can process a bill payment on the same business day as your instructions, if we receive your instructions before our cut-off hour of 8:00 p.m. Central on a business day. We can process a fund transfer on the same business day as your instructions, if we receive your instructions before our cut-off hour of 8:00 p.m. Central on a business day. If we receive your instruction after the end of our business day, we process the transaction on our next business day. If you schedule a fund transfer or bill payment for a future date, we process the transaction after the close of business on that date, if that day is a business day. If the date you request for a future transfer or payment is not a business day, we process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring funds transfer or bill payment and the payment date does not exist in a month, the payment will be processed on the last business day of that month.

9. Functions. Using your password and the Internet Service you can:

- view account information
- transfer funds among your deposit accounts with us
- transfer funds from your line of credit to your checking account with us
- schedule future and repeating transfers between your deposit accounts with us
- pay third parties using bill payment
- export account information to Microsoft® Money, Quicken, CSV file
- link to TurboTax

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

The minimum payment amount is \$1.00. The maximum amount per single payment is \$9,999.99.

## 10. Additional Information About Bill Payment.

a. General. If one of the services you signed up for is Bill Payment, you can pay bills either on an automatic recurring basis or periodically as you request. You must designate one Account as your primary bill payment account. Limits, if any, on the amount of bill payments are described in paragraph 8.

To use bill payment, you will provide us with the name and address of the payee (i.e., the person you want to pay), your account number with the payee and any other information we require to properly debit your designated Account with us and credit your account with the payee. Please allow 2 - 5 business days for processing this information. If your account number or any other information changes, or if you wish to add or delete payees, you must provide us with these changes at least 15 business days in advance of a payment. All such designations and changes must be entered in the appropriate fields through the Bill Payment section of Internet Service.

We work with payees to encourage them to accept an electronic or check payment. If we are unsuccessful, or if we believe that the payee cannot process payments in a timely manner, we may decline to make future payments to this payee. In the unlikely event that this occurs, we will give you a notice. We may refuse to make payments to certain payees in our sole discretion (including, without limitation, government agencies) and to payees that choose not to participate in the services.

b. How Bill Payments Are Made. Bill payments are processed either through an electronic transmission to the payee or by check drawn on your designated Account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. Payments made with checks are generally received and credited by most payees within five to seven business days. If we receive any payment instructions from a payee, we may follow those instructions, to help ensure that the payment is received by the payee and promptly credited to your account.

To help ensure that your payments arrive on time, you must schedule your payments at least five business days before the payment due date.

## 11. Canceling Funds Transfers or Bill Payments.

a. Canceling an Order. You may cancel or change a pending funds transfer or bill payment by selecting and accurately completing the appropriate fields from the payment menu. If we don't receive your complete and accurate instruction identifying a funds transfer or payment prior to the time described above, we may process the transaction.

b. Our Rights. If we fail to cancel or stop any funds transfer or bill payment, we have all of the rights given to us under our Deposit Account Agreement with you for failing to comply with a valid stop payment request as though the transfer request is a check.

12. Overdrafts. When you schedule a funds transfer or bill payment using the Internet Service, you authorize us to withdraw the necessary funds from your designated Account with us. We deduct the amount of your funds transfer or bill payment from your designated Account on the date we process your instruction. Each instruction to us to withdraw or transfer from an Account is an order to us to pay from that Account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the Account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your Account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that Account rather than this Agreement.

13. Fees. We will charge you for Internet Service fees, if any, identified in our current fee schedule accompanying this Agreement, and as it may be amended by us from time to time, upon a thirty (30) day notice, and otherwise in accordance with our Deposit Account Agreement.

14. Periodic Statements. Your Internet Service account activity will appear on your periodic account statement. If there are no transfers in a particular month, you will receive statements at least quarterly.

15. Our Obligation to Make Transfers. We are not obligated to make any transfer:

- If, through no fault of ours, your Account does not contain sufficient collected funds to make the transfer.
- If the transfer would go over the credit limit on your overdraft credit plan, if any.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer or use of Internet Service despite reasonable precautions that we have taken.
- If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using the Internet Service.
- If your operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of your browser, internet service provider, computer, computer virus or other problems relating to the computer equipment you use with the Internet Service, including, without limitation, your inability to access Internet Service or any part of Internet Service.
- For a failure to provide access or for interruptions in access to the Internet Service due to Internet Service system failure.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS, PAYING A BILL, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT ANY ERRORS [AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE], BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO INTERNET SERVICE OR OUR PERFORMANCE HEREUNDER.

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

16. Termination. We may modify, suspend or terminate your privilege of using Internet Service and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Internet Service, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. You may terminate Internet Service upon our receipt of [written][email] notice from you. Termination shall not affect the rights and obligations of the parties for transactions made with the Internet Service before we have had a reasonable time to respond to your termination request. You must cancel all future funds transfers and bill payments, whether recurring or individual payments, when you terminate Internet Service or we may continue to process such payments.

17. Third Parties. You understand that support and services relating to Internet Service are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and

service. You release us from any liability for failures, acts or omissions of any third party system operator including, but not limited to, unauthorized access to theft or destruction of your information or instructions.

18. Amendment. We may amend this Agreement at any time. Notice will be sent to the most recent email address we have on file. Amendments will be effective upon the date indicated in the notice.

19. General. This Agreement is intended to supplement and not to replace other agreements between you and us relating to your Accounts, including, without limitation, our Deposit Account Agreement, ACH Agreements and Wire Transfer Agreements. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Accounts or the functions performed using Internet Service, this Agreement shall govern and prevail. This Agreement is binding upon and inures to the benefit of the parties and their personal representatives, successors and assigns. This Agreement is governed by the internal laws of the State of Wisconsin.

## 20. Online Statements

- When you activate online statements associated with your Account(s), you agree that we may provide you with an electronic statement (eStatements) for each specific account for which you elect this option. Upon your request for activation and authorization, we will only provide statements to you electronically, unless you withdraw your consent and revert back to paper statements as described below.
- eStatements allow customers to view statements online through Waldo State Bank's Internet Banking product rather than receiving paper statements in the US Mail. It is a secure feature that provides you access at your convenience. You will receive an email when your statement is available.
- Hardware and Software Requirements. In order to access, view and retain electronic statements, you must have a personal device with an operating system and telecommunications connection to the internet capable of receiving, accessing, displaying and either printing or storing statements. Specific requirements can be found by clicking [here](#) and then clicking on the Help For This Page icon on the bottom left of the page.
- Service Charges. Waldo State Bank provides eStatements at no charge for your convenience.
- Change from Paper to Electronic Statements or from Electronic to Paper Statements. This can be accomplished in several ways:
  - Click on the Customer Service tab, select Change Statement Delivery Method. Accounts that have access to eStatements can be changed here, click the drop down next to each account and make your choice.
  - Click on the Accounts tab, select Statements and click on Change Statement Delivery Method.
  - For assistance in this process, you may contact us at (920) 528-8385.
- Change Confirmation. If requesting Online Delivery of a document, you will be asked to read our Service Agreement and Disclosure and select the box to indicate that you agree to the terms of use.
- Statement Delivery. Your statement is delivered via HTML format. It can be printed or saved in PDF format.
- Request a Paper Copy. To request a paper copy, please call us at (920) 528-8385. You may incur a service charge for the delivery of statement copies as disclosed in the bank's fee schedule and pursuant to your authorization. We will not send you a paper copy of this Service Agreement and Disclosure unless by your request. You may obtain a copy of this disclosure by printing it yourself.
- Updating Records. It is your responsibility to provide us with an accurate and complete email address as related to this agreement and your account(s). Please update this information promptly when a change occurs. You can do this online by clicking on Customer Service and selecting Manage Contact Information. You may also call us at (920) 528-8385 for assistance.

21. Additional Provisions. (If none are stated here, there are no additional provisions.)