

**FIRST STATE BANK**  
**SERVICE AGREEMENT FOR ONLINE BANKING AND BILL PAYMENT**

**ELECTRONIC DISCLOSURE AND CONSENT**

To the extent that you have given your e-sign consent, you agree to receive the First State Bank Service Agreement for Online Banking electronically. You also agree to receive all changes and updates to this Service Agreement and all disclosures, notices, and other communications regarding the Services (as defined below) electronically. You are deemed to have received any electronic communication provided to you when they are made available to you. You can request free paper copies of any of these documents by calling 1-800-994-2500 or sending an e-mail to [manager@bankfirststate.com](mailto:manager@bankfirststate.com).

After you have enrolled and verified your enrollment using e-sign consent, you can withdraw your consent to future electronic receipt of documents by calling 1-800-994-2500 or sending an e-mail to [manager@bankfirststate.com](mailto:manager@bankfirststate.com). However, withdrawing your consent means you will no longer be able to access the Service. In order for you to access and retain disclosures electronically in connection with this Service, your system must meet the minimum system requirements provided in section 10 of this Service Agreement.

**1. GENERAL**

This agreement ("Service Agreement") applies to various online banking, transfers, bill payment, and e-bill ("Service(s)"). "You" and "your" means the person enrolling in the Service. Thereby agreeing to this Service Agreement, both on your behalf and, if applicable, on behalf of your business as its authorized representative. "Us," "we," and "our" mean the applicable First State Bank and its affiliates and their successors and assigns. When you use, or you permit any other person(s) to use, any part of this Service, you agree to the terms and conditions of this Service Agreement and agree to comply with the instructions found on help screens. This Service Agreement and the Services are also subject to other agreements between you and us, including Terms & Conditions of Your Account and Funds Availability Policies. In case of conflict, this Service Agreement will control.

**2. ELIGIBLE FIRST STATE BANK ACCOUNTS**

To use the Services; you must have an eligible account. Eligible accounts for online banking are First State Bank checking accounts, savings accounts, money market accounts, CDs, and IRAs, as well as consumer loan accounts, and certain business loan accounts. Eligible accounts for bill payment and e-bills are First State Bank checking accounts only. Some (but not all) types of accounts that have multiple authorized signers for withdrawals can be eligible accounts.

An eligible account can include an account held by a small business, even if the business has its own Federal Employer Identification Number, but only if the business meets our requirements for eligibility as a small business. Contact First State Bank to determine if your business is eligible, or if it needs to establish its own online banking account then use a separate Online Banking profile.

Deposit and loan accounts that have a common signer for withdrawals or a common borrower may be linked for access purposes. If your business is eligible to be included in the Service, the business accounts can also be linked with your personal accounts for access purposes. Be aware that any signer on an account, acting alone, will be authorized to access a linked account.

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

**3. SERVICES OFFERED; TRANSACTION PROCESSING TIMES; TRANSACTION LIMITATIONS**

**A. Online Banking:**

- i) **Funds Transfer.** You may use online banking to perform unlimited transfers between eligible First State Bank accounts. You may make funds transfers between eligible First State Bank accounts by 7:00 p.m. CST on a Business Day. Transfers made after 7:00 p.m. will be processed on the next business day.
- ii) **External Funds Transfers.** You may use online banking to perform external transfers between eligible accounts. No single transaction shall exceed \$5,000.00. The total amount of all external transfers in any one Business Day shall not exceed \$5,000.00. You may make external funds transfers between eligible accounts by 6:00 p.m. CST on a Business Day. Transfers made after 6:00 p.m. will be processed on the next business day.

- iii) **Balance Inquiries.** You may use online banking to check the current balance and other account information on all of your deposit accounts and most loan accounts.
- iv) **Online Statements.** Online Banking customers can enroll for Online Statements free of charge.
- v) **Account Services.** You may use online banking to, among other things, view copies of checks and deposit account statements, download your account information to personal management software and set up account alerts (e.g., to be notified if an account reaches a certain balance), and set up access to many of these services via a mobile device.

**B. Bill Payments:**

- i) **Bill Pay.** "The Pay Bills" page allows you to make one-time payments to a business or other payee. You schedule the date that you want the Bank to send the payment(s) ("Payment Date"). The Payment Date is the date that the Bank processes your payment, but it is not necessarily the date that your payment is processed by the payee. Please refer to the processing times set forth in this Section for more information.
- ii) **Auto-Pay.** "Auto-Pay" payments are sent to a business or other payee automatically on an ongoing basis. You set up payment rules based on the frequency, amount, and timing of a payment; however, the amount of an Auto-Pay is fixed and will not fluctuate unless you manually change the amount.
- iii) **Processing Time.** You may add, delete, or edit a payment up to 3:00 p.m. CST on the Payment Date. An Automatic Payment may be added, deleted, or edited by 3:00 p.m. CST at least one Business Day prior to the Send On date. (Remember: modification of an Automatic Payment instruction will affect all future payments associated with that payment.) The Payment Date is not necessarily the date that your payment will be processed. To ensure payments arrive to the payee on time, allow at least two Business Days for electronic and a minimum of four Business Days for standard check payments.
- iv) **Limitations.** No single transaction shall exceed \$5,000.00. The total amount of all bill payments and e-bill payments in any one Business Day shall not exceed \$5,000.00. You may not use bill payment services to (a) pay taxes directly to governmental agencies or to make other payments directly to governmental agencies, (b) pay court-directed alimony or support, or (c) make payments to persons outside of the United States or U.S. territory.
- v) **General Release.** If applying for the Bill Payment feature, First State Bank is authorized to review any consumer credit report and any other internal banking account records for the evaluation of this application's approval.

**C. E-Bills:**

- i) **E-Bills.** E-bills are a feature of Bill Payment that enable you to receive billing statements electronically if you authorize the Bank to obtain information from the biller and the biller permits electronic delivery of bills ("Participating Biller"). A billing statement will appear on First State Bank's online banking website shortly after it is issued by a Participating Biller.
- ii) **Authorization.** You must authorize First State Bank to obtain information from a Participating Biller in order to receive an e-bill. To do so, you must authorize us to use your username, password and any other private data that is necessary to set up an e-bill. You appoint us as your agent for the limited purpose of setting up e-bills.
- iii) **Periodic Statements.** If you have authorized First State Bank to access your billing information from a Participating Biller, you will receive a periodic statement from each Participating Biller that you have authorized First State Bank to contact. Your e-bill will appear on First State Bank's online banking website with such frequency as determined by the Participating Biller and you. It may take up to two billing cycles before your e-bill appears on First State Bank's online banking website. At all times, you are responsible for keeping your bills current and paid, including, but not limited to, the period during which your e-bills are being set up.
- iv) **Notifications and Reminders.** You may set up e-mail alerts so that you receive an alert when your e-bill arrives and an alert when payment is due. Notifications and reminders are solely for your convenience; it is your responsibility to maintain an accurate e-mail address and to logon to the First State Bank online banking website to check for the delivery or status of e-bills.

- v) **Automatic E-Bill Payments.** You may set up automatic payment of e-bills so that a payment is sent in accordance with payment rules that you specify. If you cancel an e-bill with an automatic payment rule established, it might take up to two billing cycles for the automatic payments to cease.
- vi) **Paper Statements.** Participating Billers may continue to provide you with paper copies of bills. First State Bank is committed to reducing paper usage and waste; however, we have no control over Participating Billers and their decisions to continue sending paper statements. It is your responsibility to contact Participating Billers and request that they stop sending paper bills to you.
- vii) **Processing Time.** You may add, delete, or edit a Manual Payment up to 3:00 p.m. CST on the Payment Date. An Automatic E-bill Payment may be added, deleted, or edited by 3:00 p.m. CST at least one Business Day prior to the Send On date. (Remember: modification of an Automatic Payment instruction will affect all future payments associated with that payment.) The Payment Date is not necessarily the date that your payment will be processed. Please allow at least two Business Days for electronic payments to ensure on-time payments.
- viii) **Limitations.** The total aggregate amount of all bill payments, e-bill payments, and Expedited Payments in any one Business Day shall not exceed \$5,000.00. You may not use e-bill payment services to (a) pay taxes directly to governmental agencies or to make other payments directly to governmental agencies, (b) pay court-directed alimony or support, or (c) make payments to persons outside of the United States or U.S. territory.

**D. External Transfers:**

The terms and conditions in this Section D apply only to the External Transfer Service described in more detail in this section. In the event of a conflict between the terms and conditions in this Section D and the terms and conditions found elsewhere in this Agreement or the Deposit Account Agreement, the terms and conditions in this Section D shall govern.

- i) **External Transfers.** External transfers enable you to transfer funds between your account(s) that you maintain with First State Bank ("account"), and your account(s) that are maintained by other financial institutions ("external account"). You represent and warrant that you are either the sole owner or a joint owner of the First State Bank account and the external account and that you have all necessary legal rights, power, and authority to transfer funds between the First State Bank account and the external account. If you are a joint owner of the First State Bank account, external account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such accounts or to even withdraw all funds from such accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners. Further, you represent and warrant that the external account is in the United States United or U.S. territory. Business accounts are not eligible for External Transfers.
- ii) **Authorization.** When we receive a transfer instruction from you, you authorize us to (i) debit your applicable account and remit funds on your behalf to the external account designated by you; or, as applicable, to (ii) debit your applicable external account on your behalf and credit your account designated by you. You also authorize us to reverse a transfer if there are insufficient funds in the debited account or if the transfer is returned from the external account in the transaction for any reason, including but not limited to insufficient funds.
- vi) **Processing Time:** You may add, delete, or edit an External Transfer up to 6:00 p.m. CST on the transfer date.
- iii) **Liability.** We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - a) If, through no fault of ours, the account or external account does not contain sufficient funds to complete the transfer, or the transfer would exceed the credit limit of your overdraft account.
  - b) The External Transfer Service is not working properly, and you know or have been advised by us about the service interruption before you execute the transaction.
  - c) You have not provided us with the correct information, including but not limited to the correct account or external account information; and/or,
  - d) Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

- iv) **Your Liability and Responsibilities.** It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- vii) **Limitations.** No single transaction shall exceed \$5,000.00. The total amount of all External Transfers in any one Business Day shall not exceed \$5,000.00. You may not use External Transfers for accounts outside of the United States or U.S. territory.
- viii) **General Release.** If applying for the External Transfers Service, First State Bank is authorized to review any consumer credit report and any other internal banking account records for the evaluation of this application's approval.

#### 4. AUTHORIZATION FOR SERVICES

- A. General.** Inquiring on owned and some authorized accounts will be immediately available upon successful enrollment. Regarding all Services, you are responsible for having sufficient and available funds on deposit to make payments in full or transfers on scheduled dates. In our sole discretion, we may refuse to process any transaction that exceeds any limitation set forth in Section 3. We may deduct payments or transfers from your designated account in connection with any Services, even if such deduction creates an overdraft. You are liable for all overdraft fees.
- B. Funds Transfer.** The capability to transfer funds between accounts you own at First State Bank will be made available within three business days. If you wish to establish a transfer relationship between other accounts for which you are authorized, additional documentation may be required. Please contact First State Bank at 1-800-994-2500 during business hours for further information.

If you do not wish to authorize transfer capabilities between the accounts you own at First State Bank, you may opt out by indicating in writing the accounts you do not wish to have an established transfer relationship. This should be submitted to: First State Bank, PO Box 268, New London, WI 54961-0268.

- C. Bill Payments.** You authorize us to follow your payment instructions. For any bill payments, we will deduct your payment(s) from your checking account on the Send On Date or up to two Business Days after the Send On Date. For Automatic Payments, we will deduct your payment from your account on the start date ("Start Date") or up to two Business Days after the Start Date. We will deduct subsequent payments from your account using the Start Date as a reference point. We will initiate payments to payees designated by you ("Payees"). To ensure on-time payments, allow at least two Business Days for electronic and four Business Days for standard check payments. If a Payee does not accept electronic payments, you authorize us to make payment by check. You authorize us to make payments by electronic, paper, or other means that we determine is appropriate.
- D. E-Bill Service.** You authorize us to obtain information from Participating Billers by using confidential sign-on information, such as a username and password, which you provide to us. You authorize us to follow your payment instructions. We will deduct your payment(s) from your checking account on the Send On Date or up to two Business Days after the Send On Date. Please allow at least two Business Days for electronic payments to ensure on-time payments. You authorize us to make payments by electronic, paper, or other means that we determine is appropriate.
- E. External Transfers.** The capability to transfer funds between accounts you own at First State Bank and other owned accounts at other financial institutions will be made available within three business days. If you have questions, please contact First State Bank at 1-800-994-2500 during business hours.

#### 5. UNAUTHORIZED TRANSACTIONS

An "unauthorized transaction" is an online banking transfer, bill payment, or e-bill payment that does not benefit you and is made by a person who does not have actual authority to make such payment or transfer. A transaction by a joint account holder or other person with an interest in your account is not an unauthorized transaction. We may require you to change your Access Codes periodically. Please refer to Section 11 of this Service Agreement for details regarding Access Codes.

**Error Resolution Notice** – In case of errors or questions about your electronic fund transfers, call us at 1-800-994-2500 (8:30 am to 5 pm Monday through Friday excluding federal holidays) or write us at First State Bank, PO Box 268, New London, WI 54961, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You must report any error(s) no later than 60 days after we mailed or made available electronically to you the FIRST statement on which the problem or error appeared.

- Provide your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Provide the dollar amount of the suspected error.

You may be required to provide your complaint in writing within 10 business days.

It will be determined whether an error occurred within 10 business days (five business days for Money (debit) Card Point of Sale transactions by Visa and 20 business days if the transfer involved a new account) after you have communicated the error. If more time is needed, it may take up to 45 days (90 days if the transfer involved a new account, a Point of Sale transaction, or a foreign-initiated transfer) to investigate your complaint. If this option is exercised, your account will be credited within 10 business days (five days for Money (Debit) Card Point of Sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. You may be required to put your complaint in writing if it is not received within 10 business days, your account may not be credited. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

You will receive the results of the investigation within three business days of completion. If there was no error, you will receive a written explanation.

You may ask for copies of the documents that were used in the investigation.

**Contact us** immediately at 1-800-994-2500 (8:30 am to 5 pm Monday through Friday excluding federal holidays) if you believe someone has obtained your Access Codes or if someone has transferred or may transfer money from your accounts without your permission.

## **6. YOUR LIABILITY AND RESPONSIBILITIES.**

Tell us AT ONCE if you believe that your card (Money Card (debit card)) and/or PIN (personal identification number) has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you tell us within two business days after you learn of the loss or theft of your card and/or PIN, you can lose no more than \$50 if someone used your card and/or PIN without your permission. You will be liable for the lesser of:

- \$50
- The amount of any money, property, or services obtained by unauthorized use of the card and/or PIN before you gave us notice.

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

Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within 60-days after the statement was mailed or made available electronically to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**VISA Zero Liability: Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA Card.**

**Preauthorized credits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You may access your account(s) by computer at [www.bankfirststate.com](http://www.bankfirststate.com) using our Online Banking service, your User ID and password, or you may call us at 800-994-2500 to find out whether or not the deposit has been made.

**Periodic statements** – You will get a monthly account statement from us for your checking account(s). You will get a monthly account statement from us for your savings accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

#### **PREAUTHORIZED PAYMENTS**

**Right to stop payment and procedure for doing so** – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you submit your request in writing within 14 days after your call. Please refer to our common features schedule for the amount we will charge you for each stop payment order you give.

**Notice of varying amounts** – If these regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of preauthorized transfer** – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Upon termination of any Service, you will be responsible for making arrangements to pay any future, recurring or automatic payments. We reserve the right to refuse to pay a Payee or Participating Biller or to transfer funds for any reason that we deem sufficient, including, without limitation, if (a) your designated account has insufficient available funds, (b) a Payee or Participating Biller has refused to accept a payment, (c) you attempt to make a payment directly to a governmental agency or to a Payee or Participating Biller outside of the United States or a U.S. territory, (d) you attempt to make a court-directed alimony or support payment, or (e) you are making payments to a Payee or Participating Biller, the underlying purpose of which violates any state or federal law.

Except where expressly stated otherwise, you are solely responsible and liable for paying your bills and for making alternative arrangements of receiving or paying your bills if for any reason you cannot access Services on the FIRST STATE BANK online banking website or Services are terminated by you or us. You will contact a Payee or Participating Biller if you do not receive a bill or e-bill or cancel an e-bill. You will contact a Payee or Participating Biller if a bill or e-bill is inaccurate or incomplete. You will contact a Payee or Participating Biller if there are any updates or changes to your personal information, including, but not limited to, name, address, e-mail address, username, or password.

You assume full responsibility for all transfers of funds made by us to or from a business account in accordance with this Service Agreement and at your request or at the request of anyone who purports to be you or uses your Access Codes. You hereby agree to the security procedure attached hereto and acknowledge that such security procedure is a commercially reasonable method of providing security against unauthorized payment instruction. You will be bound by any payment or transfer instruction that we accept in good faith, if we complied with the applicable security procedure or if you did not comply with it. Except for a breach of security in our internal systems, and except in a case where you comply with the applicable security procedure and either we do not so comply or we do not act in good faith, we shall have no responsibility for, and you assume full responsibility for, any transfer of funds resulting from a breach of security regardless of the source or cause thereof. Although we are liable for a breach of security in our own internal system, you are solely responsible and liable for a breach of security occurring on or in connection with a computer or computer network owned, controlled, or used by you or your employees, contractors, service providers or agents, by whatsoever means. A breach of security includes, but is not limited to, phishing, pharming, keylogging, or other fraudulent activity enabled by malware. If we do bear responsibility, it shall extend only to losses caused solely and directly by us, and our liability will in any event be limited as expressly provided in Sections 7 and 8 of this Service Agreement.

**Removal from an eligible business account.** If you are a signer or an authorized user on an eligible business account, as described in Section 2, we may, in good faith, rely on resolutions or any other documentation presented to us which purports to remove you as a signer or authorized user on such business account. If you are removed, your online access to such accounts will be terminated. In the event you have linked your personal accounts to such business accounts, your ability to view your personal accounts and statements online may also be terminated. In the event you are removed as a signer from a business account to which you have previously linked personal accounts, you should contact us immediately at 1-800-994-2500. We will help you create a new online banking profile that will allow you to regain online access to your personal accounts.

## **7. BANK'S LIMITATION OF LIABILITY.**

The date that a Payee, Participating Biller, or financial institution credits a payment depends upon the payment processing procedures of that Payee, Participating Biller, or financial institution as well as any specific requirements for payments and delays in receiving payments. We will use good faith efforts to complete all your payments properly. However, except as provided in the next paragraph, we will incur no liability whatsoever if we are unable to complete any payment or transfer properly because of any one of the following circumstances:

- A.** Your designated account does not contain sufficient available funds to complete the payment or transfer, or the payment or transfer would exceed the amount of your designated account's overdraft service or line.
- B.** You have exceeded or will exceed your daily transaction limit for a particular Service, in which case we have the right to process payments or transfers in any order that we determine in our sole discretion is appropriate.
- C.** Your failure to follow a Payee's or Participating Biller's payment requirements.
- D.** Your failure to schedule a proper date for payment sufficiently in advance of the date that a payment is due.
- E.** Your failure to transfer funds from an Approved Financial Institution to an eligible FIRST STATE BANK account sufficiently in advance of the date that you need to use or withdraw the funds (including consideration for weekends, bank holidays, and the unavailability of funds for use after being deposited into an eligible FIRST STATE BANK account).
- F.** The Services, our equipment, the software, or communications link is not working properly.
- G.** The Payee or Participating Biller mishandles, delays posting a payment, or refuses or is unable to accept a payment.
- H.** The Participating Biller fails to deliver your billing statement to us.
- I.** Your e-bill is inaccurate or incomplete.
- J.** You have not provided us with the correct name(s), address or account information for Payees or Participating Billers.
- K.** You fail to provide Payees, Participating Billers, or us with your updated or changed personal information, including, but not limited to, your name, address, phone number, e-mail address, username, and password.
- L.** Your subscription to any Services has been terminated for any reason.
- M.** For circumstances beyond our control, including, but not limited to, fire, flood, or interference from an outside force, prevent the proper execution of the transaction.
- N.** The transfer of your funds is restricted by legal process or holds.
- O.** You fail to logon to the FIRST STATE BANK online banking website to check on the delivery or status of e-bills.
- P.** You fail for any reason to receive a notification or reminder regarding the delivery or status of an e-bill.
- Q.** Delays in any mail service or e-mail service; or
- R.** Any other exceptions stated in this Service Agreement or related agreements or Terms & Conditions of Your Account and Funds Availability Policies.

If you follow all of the procedures described in this Service Agreement as well as on any online help screens, and if we, solely as the direct result of our error, misdirect or fail to timely send a properly authorized and properly set up payment or transfer, then we will reimburse you for any late charge penalty assessed by a Payee, Participating Biller or financial institution because your payment or transfer was received late. If, solely as a direct result of our error, we incorrectly execute the amount of your payment or transfer request, then we will credit or debit your account, whichever may be applicable, with the difference between the actual amount that we debited and the proper amount that should have been debited. If, solely as a direct result of our error, we send a payment or transfer to an incorrect person, then we will return the improperly transferred funds to your account and subsequently pay or transfer the funds from your account to the proper Payee, Participating Biller, or financial institution. In all other events, the risk of incurring and the responsibility for paying all late charges or other damages or penalties shall be borne exclusively by you. If you think you are entitled to a reimbursement for a late charge penalty, call us at 1-800-994-2500.

## **8. DAMAGES**

Our responsibilities above for late charges and incorrect or misdirected payments or transfers shall constitute our entire liability and your exclusive remedy. In no event shall we be liable for any direct, indirect, special, incidental, or consequential damages, including lost profits (even if we have been advised of the possibility of these damages) caused by the services or the use of the services, or arising in any way out of the installation, use, or maintenance of your personal computer, software, or any internet access services.

## **9. WARRANTY DISCLAIMER**

The services and related documentation are provided "as is." We do not make any warranties of any kind, either express or implied, concerning the hardware, the software, or any part thereof, including without limitation, any warranties of merchantability or fitness for a particular purpose.





**10. EQUIPMENT REQUIREMENTS**

You are responsible for obtaining, installing, maintaining, and operating all necessary hardware, software, and Internet access services necessary to use the Services. The following browsers are supported for Online Banking:

**Supported Browsers and Operating Systems - Desktop**

CeB is compatible with the following browsers and operating systems for desktops.

Browser	Windows 10	Windows 11	Apple® macOS Ventura 13.6	Apple® macOS Sonomo 14.2
Apple Safari®	N/A	N/A	16.5	17
Google Chrome™	121	121	121	121
Microsoft® Edge®	121	121	121	121
Mozilla® Firefox®	122	122	NA	NA

*Note: Cookies and Oracle® JavaScript™ must be enabled.*

*Note: Microsoft Edge is not supported in Internet Explorer (IE) mode.*

**CeB Browsers and Operating Systems - Tablet**

CeB is compatible with the following browsers and operating systems for tablets.

Browser	Android 13	iOS 16.3.1
Microsoft Edge	120	NA
Google Chrome	120	120
Apple Safari	N/A	16.3.1

We will not be responsible for failures from the malfunction or failure of your hardware, software or any Internet access services. Your access to the Services may be limited in whole or in part by your method of accessing the Services as well as by your hardware and software.

\*To view .pdf files you will need to have a recent version of Adobe Reader installed on your personal computer: <http://get.adobe.com/reader>.

**11. ACCESS CODES AND SECURITY**

To help enhance your security, you must follow these general safety guidelines:

- A.** Never leave your computer or other access device (e.g., mobile phone) unattended while logged on to any Service.
- B.** Memorize your user ID and password ("Access Codes").
- C.** Change your Access Codes regularly.
- D.** Choose Access Codes that are not easy to guess. Use a minimum of eight characters and a maximum of 16 characters with a combination of at least two numbers and two letters (e.g., 9aA6Bc3d). Access Codes are case sensitive and should contain at least one lower case and one upper case alphabetic character. Do not use names of family members, pets, common character sequences, proper names, geographic locations, personal details such as a Social Security number or birthday, etc. Words in a dictionary, derivatives of user IDs and common character sequence such as "12345678" should not be employed.
- E.** Never disclose your Access Codes to any other person. Your Access Codes are for your personal use and should be kept confidential by you. If someone identifies himself as a First State Bank employee and asks for your Access Codes, that person is an imposter.

- i) Do not save passwords on your computer or any other access device (e.g., mobile phone)
- ii) Check your statements and review your banking transactions promptly, thoroughly, and regularly. You should report any errors or problems to First State Bank immediately.
- iii) Should you receive a suspicious e-mail or telephone request for information that purports to be from First State Bank, you should call First State Bank direct at 1-800-994-2500.

NOTE: If anyone has a joint ownership interest in your account, including joint accounts, or you grant a third-party the ability to access your accounts via our online banking platform, the third-party may also be able to view any account relationships you have with our affiliates (See Section 3(A)(iii) on Page 1).

## **12. FEES**

If applicable to you and your account, you agree to pay the fees for the Services in accordance with our fee schedules and disclosures as established and amended by us from time to time. We may automatically deduct these fees from an eligible account even if they create an overdraft, and we may assess the appropriate overdraft fees.

Depending on your plan with your Internet provider or mobile phone carrier, you might incur access and/or data transmission fees for using the Services. Check with your Internet provider or mobile phone carrier for more information on applicable fees.

## **13. TEXT MESSAGE (SMS) TERMS OF USE**

- A.** Your wireless carrier's standard message and data rates may apply to SMS correspondence. First State Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your Wireless Carrier. One text message per query.
- B.** You represent that you are the owner, or authorized user of the wireless device you use to receive the service, and that you are authorized to approve the applicable charges.
- C.** We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.
- D.** First State Bank and your wireless carrier are not liable for any delayed or undelivered messages as delivery is subject to effective transmission from your network operator and processing by your mobile device. SMS message services are provided on an AS IS, AS AVAILABLE basis. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we always reserve the right to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
- E.** The service as well as the content and materials received through the service are proprietary to us and our licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.
- F.** The service is available only in the United States.
- G.** We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.
- H.** If you have any questions, e-mail [manager@bankfirststate.com](mailto:manager@bankfirststate.com). You can also text the word HELP to 49794 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word STOP to 49794. We do not charge for help or info messages; however, your normal carrier rates apply.

## **14. CHANGES; AMENDMENTS; REVISIONS.**

We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue the Services or any aspect, feature, or function of the Services at any time, including content, hours, and equipment needed for access or use ("Change(s)"). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens or other terms and conditions of this Service Agreement at any time (also called, "Change(s)"). Unless an immediate Change is necessary to ensure the security of the Services or your accounts, we will send you notice to the mail address or e-mail address we currently possess in our file at least 30 days before the effective date of any

Changes if required by law. If provided electronically, disclosures will be provided to you in one of several ways. These are as follows: (a) by online banking message, (b) by e-mail at the e-mail address we have on record, (c) by access to a website that we will identify in an e-mail notice we send to you at the time the information is available, or (d) to the extent permissible by law, by access to a website that generally we will identify in advance for such purpose.

If you consented by e-sign to receive Changes electronically, then you may need to use certain hardware or software to receive such Changes to the Service Agreement electronically. From time to time, we will provide you with information electronically about the hardware and software necessary to access or retain Changes to the Service Agreement. You will also need the ability to print or download the information if you wish to retain copies for your files. To withdraw your consent to receive any future Changes to this Service Agreement electronically or to request a paper copy of the changes to this Service Agreement, simply call us toll free at 1-800-994-2500, Monday through Friday during business hours.

Any use of the Service after we send you a notice of Change will constitute your agreement to such Change(s). Further, we may, from time to time, revise or update the Services, and/or related material and these changes may render prior versions obsolete. Consequently, we reserve the right to terminate this Service Agreement as to all such prior versions of the Services, or related material and limit access to the Services more recent revisions and updates.

## **15. TERMINATION OR DISCONTINUATION**

If you wish to discontinue any or all of these Services, you must contact us in writing. Written notice of service discontinuance must be supplied 10 Business Days prior to the actual discontinuance date and must be sent to:

- A. **E-mail us at:** manager@bankfirststate.com
- B. **Write us at:** First State Bank  
P.O. Box 268  
New London, WI 54961-0268

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

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

## **16. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We may disclose information about you and your designated account or transactions on your designated account as provided in our Terms & Conditions of Your Account and Funds Availability Policies and our privacy statement called "First State Bank Privacy Policy." In addition, we have the right to obtain and disclose information regarding your designated account or transactions on your designated account from or to a Payee, Participating Biller, or financial institution to resolve problems associated with a payment-posting or funds transfer.

## **17. BUSINESS DAYS/HOURS OF OPERATIONS.**

Business Days are Monday through Friday, except federal holidays. We may require that all transactions be performed on a Business Day. If a payment or transfer is not initiated in accordance with the Processing Times set forth in Section 3 for each Service, First State Bank will not begin processing the payment or transfer until the following Business Day.

## **18. MISCELLANEOUS.**

- A. Your monthly account statement will contain information about any bill payment transactions, e-bill transactions, or funds transfers completed during the statement period.
- B. In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained in this Service Agreement and the Rules for Funds Availability and the Terms & Conditions Policies and not to representations made by our employees or agents.
- C. You represent and warrant that you are at least 18 years of age.

- D.** Our failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.
- E.** This Service Agreement shall be governed by and construed in accordance with the laws of the United States and the laws of the state of Wisconsin.

## 19. SECURITY NOTICE.

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

- A.** FIRST STATE BANK will do the following, as applicable:
  - i) Offer customer education and awareness programs dealing with identity theft, phishing, smishing and malware.
  - ii) Identification of customers when logging on will consist of multi-factor authentication that utilizes user IDs and passwords, plus either security codes or phrases/challenge questions. Additionally, users have the option to authenticate their identity using face recognition or fingerprints, dependent on the technology available on your device. FIRST STATE BANK reserves the right to modify the identification process from time to time to implement new measures that are recommended in the industry to combat new or increased threats.
- B.** You are responsible to install, update, maintain and properly use industry standard security products that are appropriate for you, such as the following:
  - i) Desktop firewall used to prevent unauthorized access to your network
  - ii) Updated anti-virus protection used to prevent your computer or other access device from being victimized by the latest viruses and Trojans.
  - iii) Updated anti-spyware protection used to prevent spyware from providing potential tracking information about your web activities.
  - iv) Operating system and desktop applications updated with the latest patches when they are available, particularly when and if they apply to a known exploitable vulnerability.
  - v) A product that indicates the website you are on, or an Internet browser that indicates the site name.