

# Hiawatha National Bank

## Online Banking Agreement and Disclosure

This Agreement states the terms and conditions that apply when you use the Hiawatha National Bank (herein referred to as "Bank", "we" or "us") Online Banking service. By enrolling in Online Banking, you agree to these terms and conditions, which are in addition to those terms and conditions that apply to any accounts you have with us or any other services you obtain from us.

"You", "Your", and "Customer" mean each person who establishes an Online Banking Account with us or who uses or is authorized to use an Online Banking "Access ID" and "Password" or other means of access we establish or approve. The term "Online Banking" means our Personal Online Banking services that you access over the Internet by use of personal computer and modem or other device and/or other means we authorize or allow. Online Banking allows you to transfer funds, access accounts, obtain information, and perform other transactions.

### (A) ONLINE BANKING ACCESS ID AND PASSWORD

To access our Online Banking service, you must use the Access ID and/or other means of access we establish or provide for your Online Banking Customer Account together with a Password. To obtain these, you will need to complete the Online Banking online enrollment process.

It is your responsibility to safeguard the Access ID and Password we provide. These codes are designed to protect the privacy of your financial information, but they will only work if you keep them confidential. You share them at your own risk. Anyone to whom you give your Online Banking Access ID and Password or other means of access will have FULL access to your accounts even if you attempt to limit that person's authority. For your protection, your Online Banking Password will expire every 6 months. You will be notified before your Password expires. In addition, if you do not use our Online Banking service for a six month period, your Online Banking access will be terminated. Just choose "Enroll" from our website home page to reactivate your Online Banking access.

***Hiawatha National Bank will not contact you to ask for your user ID or Password. If you are approached by anyone to provide your Access ID and Password, DO NOT PROVIDE THIS INFORMATION. Contact the Bank immediately, as you could be the victim of attempted fraud or identity theft.*** You will find contact information in the section below.

### (B) ONLINE BANKING ACCOUNT OWNER INFORMATION

You must be the owner of this account(s) or you must have signature authority to be able to authorize the Bank to establish Online Banking.

### (C) ONLINE BANKING TRANSACTIONS

You can instruct us to perform the following transactions:

- Make transfers between your qualifying accounts to the extent authorized;
- Obtain information, such as daily or historical account balance information, that we make available about your qualifying accounts;
- Obtain other services or perform other transactions that we authorize.

### (D) LIMITS ON ONLINE BANKING TRANSACTIONS

You must have enough money or credit in any account from which you instruct us to make a payment or transfer. Certain types of accounts including but not limited to savings and money

markets have limited number of withdrawals that may be allowed in a specified period. These limitations are found in the Hiawatha National Bank brochures "Personal and Business Banking Disclosures", "Deposit Account Agreement and Disclosure," "Regulation E Electronic Fund Transfers," "Regulation CC Funds Availability," and Rate and Fee Schedule that you received when you opened your deposit account and any subsequent amendments. You continue to agree to the items in the brochure and any subsequent amendments.

#### **(E) LIMITATION ON LIABILITY**

EXCEPT AS OTHERWISE PROVIDED HEREIN OR BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR ANY LOSS ARISING FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, FORESEEN OR UNFORESEEN, INCLUDING LOSS OF PROFITS OR OTHER ECONOMIC LOSS, OR ANY OTHER DAMAGE OF ANY KIND EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

We make no warranty to you regarding the computer software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any errors or failures from any malfunction of your computer or the software. We are also not responsible for any damage to your computer, modem, telephone, or other property resulting from the use of Online Banking, including damage from any electronic virus or viruses that you may encounter.

#### **(F) OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS**

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, **there are exceptions.**

#### **WE WILL NOT BE LIABLE:**

- If, through no fault of ours, you do not have enough money available in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds, or if any payment or transfer would go over the credit limit of any account.
- If your or our equipment was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction. If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction, or if you do not properly follow our instructions, or if you provide us with wrong or inaccurate information, or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.
- If the money in the account from which a payment or transfer is to be made is subject to legal process or other claims that may restrict the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.
- If failure was caused by an act of God, event of terrorism, fire, or other catastrophe, or by an electrical or computer failure or by other causes beyond our control, or if we have a reason to believe that the transaction requested is unauthorized.

#### **(G) YOUR LIABILITY AND INDEMNITY**

You warrant that you will perform your obligations under this Agreement consistent with all applicable Bank rules and regulations, and that all information that you provide us is accurate, timely, and has been authorized by you. Use of these services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer and browser software, anti-virus software and personal computer firewall. The risk of error, failure, or nonperformance is

your risk and includes the risk that you do not operate the computer software properly. Undetected or un-repaired viruses may destroy your programs, files, and even your hardware. We encourage you to purchase and employ a reliable firewall on your computer that will protect your computer from intrusion while you are connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of an intrusion detection system you may employ.

You acknowledge that you shall be fully responsible and liable for any transactions initiated under this Agreement. You acknowledge that you are in the best position to monitor the use of the Online Banking Service, avoid errors in transmitting transactions through the use of the Online Banking service, protect the confidentiality and secrecy of the passwords and govern the authority given to each authorized user.

Therefore, you agree that the Bank shall have no duty or obligation to verify information submitted by you in using the Online Banking service. Except to the extent that we are liable under the terms of this Agreement, you agree to indemnify and hold the Bank, its officers, directors, agents, and employees harmless from all claims, demands, judgments, expenses, liability, causes of action and damages, arising out of your use of the Online Banking service. Indemnification shall survive termination of this Agreement. Hiawatha National Bank Online Banking Agreement and Disclosure "Terms and Conditions of Your Account".

#### **(H) BUSINESS DAYS**

Our business days are Monday through Friday, excluding Holidays. We can process a fund transfer on the same business day as your instruction, if we receive your instructions before our Online Banking cut-off hour of 6:00 p.m. Central Time on a business day. If we receive your instruction after the cut-off hour of our business day, we will process the transaction on the next business day. If the date you request for a future transfer or payment is not a business day, we will process the transaction on the business day immediately preceding the date you have requested. If you schedule a recurring funds transfer, and the payment date does not exist in a month, payment will be processed on the last business day of the month.

#### **(I) STATEMENTS**

Your Online Banking payments and transfers will be indicated on the monthly or quarterly statements we provide.

#### **(J) CHARGES FOR TRANSACTIONS**

You agree to be charged for any applicable Online Banking fees as listed in Bank's fee schedule. We reserve the right to change our fee schedule from time to time and your account will be charged in accordance with the new fee schedule after giving you at least thirty-day (30) notification.

#### **(K) UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR ONLINE BANKING ID OR PASSWORD**

If you believe your Online Banking Access ID or Password or other means of access have been compromised or stolen or that someone has used them without your authorization, call us immediately at 888-460-8723 during normal business hours. After hours, you may e-mail us at: [clientservices@hnbank.com](mailto:clientservices@hnbank.com) or write to us at: Hiawatha National Bank, 220 East Oak St., PO Box 338, Glenwood City, WI 55013. Because e-mail is not secure, do not include any of your account or social security numbers with your e-mail. Your name, address, daytime phone number, and a brief message as to what the problem might be is all we will need. If you notify us of a loss, your liability for unauthorized transactions or payments will be as follows:

- If you contact us within two (2) business days of the loss or your discovery of the loss, you can lose not more than \$50.00 if someone used your Online Banking Access ID and Password without your permission.
- If someone used your Online Banking Access ID and Password without your permission, you could lose as much as \$500.00 if you do not contact us within two (2) business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- If your statement shows transfers or payments that you did not make, notify us at once. If you do not tell us within sixty (60) days after the first statement showing such a transfer was mailed to you, you may not get back any funds lost after the sixty (60) days, if we can prove your contacting us would have prevented those losses.
- If you have given someone your Online Banking Access ID and Password or other means of access, you have authorized that person to effect transactions in your account, and you are responsible for all transactions that person performs. The above limitations do not apply. You also agree to sign an Affidavit of Loss. By signing such Affidavit you agree to help the Bank in prosecution of the person(s) responsible for such breach.

## **(L) ERROR RESOLUTION**

In case of errors or questions about your transactions on Online Banking or if any statement you see shows transactions that you did not make or if you need more information about a transfer listed on the statement or receipt, call or write us as soon as you can at 888-460-8723 or write Hiawatha National Bank, 220 East Oak St, PO Box 338, Glenwood City, WI 54013, Attn: Error Resolution Department. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was not error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **(M) YOUR USAGE AND RESPONSIBILITIES**

You may warrant and covenant that you will use the Bank's Online Banking services for customer, personal, family, or household purposes. You acknowledge that changes in technology, software, Bank policies and procedure, or other developments may require modification to (or new or additional) your hardware, which you will be solely responsible for upgrading at your sole cost and expense if you desire to make continued use of the Bank's Online Banking services.

## **(N) MISCELLANEOUS**

Any required notice of other communication will be addressed to you at the address on file with the Bank. You are responsible for notifying the Bank of any change in your postal or e-mail address.

## **(O) OTHER GENERAL TERMS**

This Agreement is intended to supplement and not to replace other Agreements between you and us relating to your Account(s), including, without limitation, our "Personal and Business Banking Brochures", "Deposit Account Agreement and Disclosure", Regulation E Electronic Fund Transfers", "Regulation CC Funds Availability," and Rate and Fee Schedule agreements. In the event of a conflict between this Agreement and any other Account rules and agreements that apply to your Account(s) or the functions performed using Online Banking; this Agreement shall govern and prevail.

### **(P) THIRD PARTIES**

You understand that third parties other than us provide support and services relating to Online Banking, and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, act, or omissions of any third party system operator including, but not limited to, unauthorized access or theft or destruction of your information or instructions.

We have procedures to protect confidential information about you, your accounts, and your transactions. When we share information with third parties in order to affect your transactions, we require them to sign a contract agreeing to use the information only for the required purposes. Our information practices are fully detailed in our Privacy Policy.

### **(Q) APPLICABLE LAW**

This Agreement will be governed by, construed and enforced according to the laws of the State of Wisconsin.

### **(R) AMENDMENT**

We may amend this Agreement at any time. Notice will be sent to you at your current address in our files. Amendments will be effective upon the date indicated in the notice.

### **(S) TERMINATION**

We may modify, suspend, or terminate your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. If you wish to terminate your participation in Online Banking, you must notify us at least five (5) business days prior to the date you wish to terminate. Unless otherwise agreed, we will terminate the service on the fifth business day following our receipt of your notice. Termination shall not affect the rights and obligations of the parties for transactions made with the Online Banking before we have had a reasonable time to respond to your termination request. **You must cancel** all future funds transfers, whether recurring or individual payments, when you terminate Online Bank or we may continue to process such payments.