

CUMBERLAND FEDERAL BANK

Internet Banking Agreement

1. **Coverage.** This Agreement applies to your use of our internet banking service ("Internet Service"), which permits you to access 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 an 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 complete an enrollment form evidencing your desire to access your accounts using the Internet Service. Your signature on the Enrollment Form constitutes your agreement to the terms of this Agreement. Additional information relating to Internet Service is included on-line or instructions provided to you and such materials are incorporated into this Agreement by reference.
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.

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.

4. **Access Codes.** We will issue each account owner upon enrollment an Access ID and Initial Password (.PIN.) which will allow access to all of the services available to you using Internet Service. You understand and agree that upon receipt of the Access ID and initial password (PIN) you will have full access to perform all of the services we provide to you over Internet Service.

OR

Commercial Accounts. Upon receipt of your written authorization, we will issue one Access ID and Initial Passwords (PINs) to each person designated by you, which PIN will permit that person to access your Account(s) using Internet Service to perform the services that you have designated to be available for that particular person. We will amend and revoke assigned PINs and the services that may be performed by each person to whom the PINs 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 PIN shall continue. Notice from you regarding a particular PIN or service available using a particular PIN shall not affect the validity or use of any other PIN assigned to you or any other services available using Internet Service.

5. Customer Liability. You are responsible for maintaining the confidentiality of the PINs. You understand and agree that you are responsible for all transactions incurred using your PINs. You agree to disclose PINs only to those individuals authorized to use Internet Service or a particular level of service in Internet Service. Anyone to whom you disclose your PINs and anyone who has access to your PINs will have full access to the services you can perform on Internet Service, including full access to your Accounts. The person's authority will be limited only to the extent that the PIN was established with limitations on the services that could be performed using that PIN. We are entitled to presume that all communications containing proper PINs are authorized by you and to act upon those communications, and you will be bound by any transaction performed by any person using that PIN. You assume full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Internet Services or disclosure of any confidential information or instructions of yours by your employees, agents or other third parties that gain access to your PINs.

Tell us AT ONCE if you believe your code (PIN) 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. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your code, you can lose no more than \$50 if someone used your code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we can prove we could have stopped someone from using your code 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 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) kept you from telling us, we will extend the time periods.

6. Contact in Event of Unauthorized Access. Tell us at once if you believe any of your PINs have been lost, stolen or otherwise available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call 715-822-2249 or write Cumberland Federal Bank, 1390 Second Ave., PO Box 338, Cumberland, WI 54829.

7. Business Days. Our business days are Monday through Friday. Federal holidays are not included as business days.

We can process a fund transfer on the same business day as your instructions, if we receive your instructions before our Internet Service cut-off hour of 6:00 p.m. 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.

8. Functions. Using your Access ID and PIN and the Internet Service you can:

- View account information
- Transfer funds among your deposit accounts with us
- Make Cumberland Federal Bank loan payments where permitted
- Pay bills if signed up thru CheckFree RXP Bill Payment Service.

Additional functions may be made available from time-to time, subject to the terms and conditions of this Agreement. Subject to available funds, you may transfer funds using the Internet Service in any amount.

9. Overdrafts. When you schedule a funds transfer 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 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. 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.

10. Limitations on Transfers. Under federal regulations, you may make no more than six preauthorized electronic fund transfers, automatic transfers, telephone transfers, Internet Service transactions, checks, debit card or similar orders to third parties per month from your savings, NOW or money market deposit account. Each funds transfer or bill payment through Internet Service from your savings, NOW or money market deposit account is counted as one of the six limited transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings, NOW and money market deposit accounts.

11. 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.

12. Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreements with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, your Account does not contain sufficient collected funds to make the transfer.
- If the money in your Account is subject to legal process or other encumbrances restricting the transfer.

- If a transfer system was not working properly and you knew about the breakdown when you started the transfer.
- 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 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.
- There may be other exceptions stated in our agreement with you.

13. Error Resolution Notice. In Case of Errors or Questions About Your Electronic Transfers Telephone us at 715-822-2249 or Write us at Cumberland Federal Bank, 1390 Second Ave., PO Box 338, Cumberland, WI 54829 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. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. 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 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation

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 OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT ANY ERRORS, 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.

14. 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 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.

15. 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.

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

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- as explained in our separate Privacy Notice.
- If you give us written permission.

16. Amendment. We may amend this Agreement at any time. Notice will be sent to your email address, as requested by you. Amendments will be effective upon the date indicated in the notice.

17. 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 Rules. 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.

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