

Updated April 12, 2018

Ixonia Bank Online Banking Terms & Conditions

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service or the Bill Payment service ("Services"). It also describes the rights and obligations of Ixonia Bank ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

I. Definitions

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
- "ISP" refers to your Internet Service Provider;
- "Online Banking" is the internet-based service providing access to your Bank account(s);
- "Account" means the Bank account from which you will be conducting transactions using a Service;
- "Password" is the customer-generated code for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "Device" means your personal computer, smart phone, or tablet which enables you, with the Internet browser or App, to access your Online Account;
- "Time of day" references are to Central Time;
- "User Name" is the Bank-generated identification code assigned to you for your connection to the Service;
- "We", "us", or "Bank" refer to Ixonia Bank, its officers, employees, directors, affiliates, successors, or assigns, which offers the Services, and which hold the accounts accessed by the Services; and
- "You" or "your" refers to the owner of the account or the authorized representative.

Access to Services

The Bank will provide instructions on how to use the Online Banking and Bill Payment Services. You will gain access to your Accounts using your Internet-enabled device, your ISP, your Password and your User Name. You may access your Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are (Monday through Friday), excluding Federal holidays and weekends. All Online Banking transaction requests received after 6:00 p.m. on business days and all transactions that are requested on Saturdays, Sundays, or holidays on which the Bank is closed, will be processed on the Bank's next business day.

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III. Banking Transactions with Online Banking

- A. **Transfer of Funds.** In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

-Statement Savings, Platinum Personal Savings, Cashus Kids Club Savings, and Money Market Savings account. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.

- B. **Additional Services.** New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

IV. Schedule of Fees

The Bank offers the benefits and convenience of Online Banking to you. The Online Bill Pay \$5.00 fee will be waived for each monthly cycle during which you initiate at least one payment through Online Bill Pay.

V. Statements

You may receive your account statement monthly via email or through U.S. mail depending on the requirements of your checking account.

VI. Use of Your Security Password

You are responsible for keeping your User Name, Password, and Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User Name;
- Do not leave your device unattended while you are in the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at (920) 262-6952 between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, or between the hours of 8:00 a.m. and 12:00 p.m. on Saturday. Telephoning the Bank is the best way of minimizing your losses and liability.

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If you believe your Password has been lost or stolen, please use the change password feature within the Online Banking section of the Web site to change your password.

VII. Electronic Mail (E-Mail)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Contact Us section provided in our website. Use this secure form to contact the Bank regarding other concerns of a confidential nature.

VIII. Bill Payment Services

- A. Description of Service. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

For additional terms, refer to Terms of Service for Ixonia Bank's Bill Payment Service.

IX. Linked Accounts

All accounts with the Bank that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- The accounts of the business for which that person is an authorized user;
- The accounts of any other business for which that person is an authorized user; and
- Any consumer accounts for which the person is a co-owner or authorized signer.

X. Business Accounts

Business accounts will utilize Business Online Banking (unless approved by the Bank) and will need to contact the Business Services Team by one of the following methods:

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- By calling (262) 560-7327; or
- Visiting a branch to obtain assistance contacting the Business Services department.

XI. Mobile Banking (Mobiliti™)

The Bank offers the benefits and convenience of Mobile Banking to you for free. See the Mobile Banking Terms and Conditions for further details.

XII. Term and Termination

A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

B. B. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

You do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

C. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name and address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Bank by one of the following methods:

- By calling (920) 262-6952,
- By writing a letter and either sending it to the following address: Ixonia Bank, Attention: Customer Solutions Department, PO Box 110, Ixonia WI 53036; or by giving it to a Customer Service Representative at the bank.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

XIII. Electronic Fund Transfer Provisions For Consumers

1. Applicability. These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions, which are contained in Regulation E. All terms are stated in the Agreement and Disclosure for Electronic Funds Transfers.

Liability

A. OUR LIABILITY. THIS SECTION EXPLAINS OUR LIABILITY TO YOU ONLY TO THE EXTENT THAT ANY OTHER AGREEMENTS, NOTICES OR DISCLOSURES HAVE NOT SEPARATELY DISCLOSED OUR LIABILITY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR FAILURE TO PROVIDE ACCESS TO YOUR ONLINE BANKING

OR BILL PAYMENT SERVICES ACCOUNTS. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, WE ARE ONLY RESPONSIBLE FOR PERFORMING THE ONLINE BANKING AND BILL PAYMENT SERVICES AS DELINEATED IN THIS AGREEMENT.

WE WILL BE LIABLE FOR THE AMOUNT OF ANY MATERIAL LOSSES OR DAMAGES INCURRED BY YOU AND RESULTING DIRECTLY FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

YOU AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE BANK FROM AND AGAINST ALL CLAIMS, LIABILITIES AND EXPENSES, WHETHER IN CONTRACT, TORT, STATUTE OR OTHER LEGAL THEORY ARISING FROM ANY PROPERTY LOSS/DAMAGE, PERSONAL INJURY OR DEATH RESULTING FROM ANY ACT OR OMISSION BY BANK (EXCEPT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) ASSOCIATED WITH THE SERVICE FOR ANY OF THE FOLLOWING:

- If through no fault of the Bank, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- A. INDEMNIFICATION. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US, OUR AFFILIATE COMPANIES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS AGAINST ANY THIRD PARTY CLAIM, DEMAND, SUIT, ACTION OR OTHER PROCEEDING AND ANY EXPENSES RELATED TO AN ONLINE BANKING OR BILL PAYMENT ACCOUNT.

- B. **THIRD PARTIES. WE ARE NOT LIABLE FOR ANY LOSS OR LIABILITY RESULTING FROM ANY FAILURE OF YOUR EQUIPMENT OR SOFTWARE, OR THAT OF AN INTERNET BROWSER PROVIDER, BY AN INTERNET ACCESS PROVIDER, OR BY AN ONLINE SERVICE PROVIDER, NOR WILL WE BE LIABLE FOR ANY DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM YOUR ACCESS TO OR FAILURE TO ACCESS AN ONLINE BANKING OR BILL PAYMENT ACCOUNT.**
- C. **Virus Protection.** The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your device using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

General Terms and Conditions

A. **Bank Agreements.** In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of Online Banking or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them.

B. **Changes and Modifications.** The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

C. **Assignment.** We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

D. **Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

E. **Disclosure of Information.** We will only disclose information to third parties about your account or transfers you make under the following circumstances:

- Where it is necessary for the provision of Online Banking and for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government or court orders, or other reporting requirements;
- If you give us your permission;
- To the Bank's affiliated companies.

F. **Governing Law.** This Agreement is governed by the laws of the State of Wisconsin and applicable federal law.