

Consumer Internet Banking Agreement and Disclosures

1. **Coverage.** This Agreement applies to your use of our Internet Banking Service, which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. Optional Internet Banking Services include, but are not limited to Internet Bill Payment, Mobile Banking, eStatements, Positive Pay, and Remote Deposit, and may be subject to an application or enrollment, approval, additional disclosures, terms, and in some cases fees. Please note: This Agreement is specifically intended for Consumer accounts. The Commercial Internet Banking Agreement is required for a Commercial account.

Definition of Terms.

In this Agreement, the terms

"You" and "your" refer to each owner on an account accessible with Internet Banking.

"Us," "we," "our," and "Bank" refer to the Jackson County Bank.

"Internet Banking" or "Internet Banking Service" refers to our services and optional services allowing you to access your account(s) via the Internet or a mobile device.

"Agreement" refers to the Jackson County Bank Consumer Internet Banking Agreement and Disclosure as set forth in this document.

"Addendum" refers to any additional terms and conditions set for Internet Banking or any related product or service.

"Password" refers to password(s), PIN or other authentication means.

2. **Enrollment/Application Forms.** To establish Internet Banking you will complete certain enrollment forms or other documents evidencing your desire to access your accounts using Internet Banking ("Enrollment Forms"). The accounts that will be available on Internet Banking are identified in the Enrollment Forms. The specific services available to you are identified in your Enrollment Forms and FAQs. Your acknowledgement of the Enrollment Forms constitutes your agreement to the terms of this Agreement. Additional information relating to Internet Banking is provided on our website, jacksoncountybank.com, or can be requested from us.
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.

INTERNET BANKING 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 BANKING WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF INTERNET BANKING, EXCEPT WHEN WE ARE REQUIRED TO DO SO BY LAW. 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 BANKING, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

4. **Access and Authentication.** To access Internet Banking you must use the user identification name or number we provide you together with a Password. You may receive more than one method of authentication, depending upon the types of services you request and the levels of security you select for those services. The Password or other authentication means has the same effect as your signature authorizing transactions. You agree to keep the Password safe, not to record the Password or otherwise disclose or make the Password available to anyone other than authorized users of your accounts. Anyone to whom you disclose your Password and anyone who has access to your Password will have full access to the services you can perform on Internet Banking, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your Password with your permission, you will be responsible for any transactions performed by that person. If you have given someone your Password or other means of access and want to terminate that person's authority, you must change your Password or means of access or take additional steps to prevent further access by such person. If a third party should gain access to your Password, you alone are responsible for changing the Password so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your Password through no fault of the Bank.

You should carefully select a Password that is difficult to guess. Minimum password requirements are enforced. We suggest you stay away from dates and any other information that may be easily deciphered. Change your password often, and immediately change your password if you think it may be compromised. You will be required to change your password periodically, as well as update/confirm your email address and authentication questions.

5. **Customer Liability.** Tell us at once if you believe your Password has been lost, stolen or otherwise becomes available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two business days after you

learn of the loss or theft of your Password, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password 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, tell us at once. If you do not tell us within 60 days of the date we mail a periodic statement to you, you may not get any money you lost after the 60 days if we show that we could have stopped someone from taking the money if you would have 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 Transfer. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 715-284-5341, or write Jackson County Bank, P.O. Box 490, Black River Falls, WI 54615.

7. Business Days. Our business days are Monday through Friday, except the Federal holidays on which the Bank closes.

We can process an Internet Banking Internal Funds Transfer (including loan payments) on the same business day as your instructions, if we receive your instructions before our Internet Banking cut-off hour of 9:00 p.m. on a business day. If we receive your instructions after 9:00 p.m., we will process the transaction on our next business day. If you schedule an Internal Funds Transfer for a future date, we process the transaction after the close of business on that date, if that day is a business day. If the date you request for a future transfer is not a business day, we process the transaction on our next business day. If you schedule a recurring Internet Banking Internal Funds Transfer and the transfer date does not exist in a month, the transfer will be processed on the last business day of that month.

8. Functions. Using your Internet Banking user ID and Password you can perform the functions described in the Enrollment Forms or Addendums. Account balances may differ from those in your records due to deposits, outstanding checks or other withdrawals, payments, or charges in process. A transfer request may not result in immediate availability because of the time required to process or system downtimes. If you have further questions, please contact Jackson County Bank.

The Internet Banking service has the ability to perform the following transactions or services:

- Transfer funds from checking or savings accounts to checking or savings accounts
- Transfer funds from a line of credit to checking or savings accounts
- Make payments from checking or savings account to loan accounts with us
- Make transfers to and from an Overdraft Protection Line with the corresponding checking account
- Set up event alerts
- View account information and balances
- View account history
- Download account information
- Initiate Stop Payments
- View check and deposit images
- View statement information
- Report an ATM or Debit Card lost or stolen
- Pay your bills on-line (subject to your application and approval by Bank)

You must have enough available money or credit in an account from which you instruct us to make a payment or transfer. Subject to available funds, you may transfer funds through Internet Banking in any amount

9. Additional Information About Bill Payment Service.

- a. General. You must submit an Internet Bill Payment Enrollment Form and the Bank must approve your enrollment to use our Bill Payment Services (Bill Pay). By enrolling and accessing Bill Pay you authorize Jackson County Bank to post payment transactions generated from Bill Pay to your authorized Bill Pay checking account(s). You understand that you are in full control of your account and by initiating a payment through Bill Pay you are authorizing payments, whether by check or electronically, on your behalf. You can pay bills either on an automatic recurring basis or periodically as you request.

To use Bill Pay, you will provide us with the name and address of the payee (i.e., the person you want to pay) and your account number with that payee. It is your responsibility to provide accurate account numbers and payee information and to edit within Bill Pay as needed so that the payment will be properly submitted and applied. Payments may be rejected, returned or sent to an incorrect address due to incorrect payee data. You authorize us to make all changes submitted through Internet Banking by you or any other person having access to your Password.

- b. How Bill Payments are Made. Bill Payments are processed either through an electronic transmission to the payee or by check drawn on your designated account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee. All checks are sent through the U.S. mail, with the exception of Expedited Payments, which may use FedEx or another express delivery method. Payments made with checks are generally received and credited by most payees within five to seven business days. Once you have entered a new payee within Bill Pay, you may view the Payee list to determine if the payment will be sent electronically or by check, as this may affect the payment processing time. Periodically the Bill Pay system may convert some payees which were previously paid by check to electronic payment.

The payment amounts will be debited automatically from your approved account plus any fees, if applicable. If for any reason a payment processed through Bill Pay is not permitted and an overdraft or insufficient funds occurs, we may charge the current overdraft fee per item. Electronic payments declined due to insufficient funds or incorrect vendor data will not be processed until there are sufficient funds and accurate data on file. Check payments made through Bill Pay services causing an overdraft against your account may be returned to the merchant for non-sufficient funds. Check payments will be generated regardless of available funds and may cause an overdraft against your account if funds are not deposited prior to the check clearing your account.

Each time you create an instruction for payment, you authorize us to debit your account for the total amount transmitted. You agree to maintain sufficient funds in the account on the transaction payment date requested to pay the amount of the transaction. If a payment is initiated in error, you may or may not have the ability to stop payment. For assistance with a payment error, please contact Jackson County Bank. We and/or our agent may refuse to process electronic or check transactions to OFAC prohibited parties, payees outside of the United States, or other transactions that would violate any laws of the United States.

- c. Cancellation of Bill Payment Services

The Bill Payment service may be cancelled by us at any time without prior notice to you. If your account has been closed or restricted for any reason, the Bill Payment service will automatically be cancelled. You may terminate the use of the Bill Payment service by contacting us in writing, in person, or through Internet Banking secure contact. All notices of cancellation received prior to the 15th of the month will not be billed for that month's service.

- d. Sufficient Time for Payments is Necessary

Payments should be scheduled to allow sufficient time for mailing or electronic processing. Suggested scheduling for an ELECTRONIC PAYMENT is to allow three business days from when the payment is processed. Suggested scheduling for a CHECK payment is to allow 5 to 7 business days from when the payment is processed. We are not responsible for postal delays or processing delays by the payee for any bill payment made through Internet Banking.

Internet Bill Payments will be processed at 2:00 a.m. and 12:00 Noon CT on business days. Payments pre-scheduled to pay that fall on a weekend or a Federal holiday will be processed on the business day before the weekend or holiday. Payments entered on the weekend or Federal holiday, recurring or one time, will be processed the next business day. *Note: Some check and electronic payments may require additional processing time due to OFAC.*

You understand that we and our authorized agents will use reasonable efforts to ensure payments reach payees on time, but cannot guarantee the time a payment will be received and/or posted by a Payee. We and our authorized agents will use reasonable effort in assisting you with the reversal of any service fee or late charge that is related to a payment processing error. We and our authorized agents will not be responsible for any loss or penalty that may be incurred due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

We are not responsible for postal delays or processing delays by the payee for any bill payment made through Internet Banking.

10. Cancelling a Bill Payment (check or electronic withdrawal). Prior to the processing times outlined in 9 (d), you may cancel or change a pending bill payment by selecting and accurately completing the appropriate fields from the Bill Payment menu. If a payment is initiated in error, you may or may not have the ability to stop payment. For assistance with a payment error, please contact Jackson County Bank.
11. Stop Payment of a Bill Payment, Check, or Electronic Transaction. Stop payment orders may only be initiated for checks or Electronic transactions (*not* including Bill Payments) you have initiated against your accounts. Stop payment orders initiated using Internet Banking are considered by us to be oral stop payment requests, which shall

only be effective for fourteen (14) days. The bank will send you a Stop Payment Order, which must be signed by you and returned to the bank within 14 days of your submission via Internet or your stop payment order will expire. All other stop payment rules that are described in the Deposit Account Rules shall apply. Your stop payment order requests must include the exact information requested by Internet Banking in order to be effective. You are responsible for all stop payment orders initiated through Internet Banking, and we have no liability in connection with such activity.

12. Canceling an Internet Banking Internal Funds Transfer. Prior to the processing times outlined in 7, you may cancel or change a pending Internet Banking Internal Funds Transfer by selecting and accurately completing the appropriate fields from the pending transfers menu. If a transfer is initiated in error, the transfer may be edited or deleted prior to 9:00 p.m. the scheduled business day.
13. Our Rights. If we fail to cancel or stop any funds transfer or bill payment, the payment will stand unless you show us that payment to the payee was unenforceable. If we re-credit your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee, and to assist us in any legal action taken against that person.
14. Payments and Overdrafts. When you schedule a funds transfer or bill payment using Internet Banking, you authorize us to withdraw the necessary funds from the account you designate. We deduct the amount of your funds transfer or bill payment from your account as explained in this Agreement. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.
15. Limitations on Transfers. Under federal regulations, you may make no more than six transfers and withdrawals to another of your accounts or to a third party by means of a preauthorized electronic fund transfer, telephone (or data transmission) transfer, including Internet Banking transactions, or check and draft, debit card or similar order to third parties per month or statement cycle from your savings or money market deposit account. Each fund transfer or bill payment through Internet Banking from your savings 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 and money market deposit accounts.) Excess withdrawals may result in the restriction of funds transfer or account closure or applicable fees. The Deposit Account Rules, Truth in Savings Disclosure, or Services and Fees Brochure may include other restrictions and charges.
16. Fees. We will charge you for Internet Banking fees, if any, as described in the Services and Fees Brochure and the Consumer Internet Bill Payment Enrollment Form, or any other related Internet Services Agreement, Enrollment or Addendum, and as amended by us from time to time, and otherwise in accordance with the Deposit Account Rules.
17. Periodic Statements. Your Internet Banking 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. All statements and notices should be examined by you promptly upon receipt.
18. Our Liability For Failure to Make Transfers. If you have given us all of the proper and timely instructions and have properly completed all fields to complete a transfer or bill payment, and we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. We will not be liable, for instance:
 - If, through no fault of ours, your account does not contain sufficient funds to make the transfer.
 - If the money in your account is subject to legal process or other encumbrances restricting the transfer.
 - If the transfer would go over the credit limit on your overdraft credit plan, if any.
 - If a system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire, power failure or natural disaster) prevent the transfer or use of Internet Banking despite reasonable precautions that we have taken.
 - If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
 - If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
 - If you have not properly followed the instructions for using Internet Banking.
 - 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 Internet Banking, including, without limitation, your inability to access Internet Banking or any part of Internet Banking.
- For a failure to provide access or for interruptions in access to Internet Banking due to Internet Banking system failure.
- For delays due to OFAC (Office of Foreign Assets Control) or other screening processes deemed necessary by the Bank, or governed by law.

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 OR PAYING A BILL, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT THE ERROR, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO INTERNET BANKING.

19. Account Information Disclosure. You acknowledge that we may subcontract some of the services to be provided under this Agreement. Subject to any applicable consumer protection law, you agree that we do not control any third party supplying services in connection with Internet Banking, and you will hold us harmless for any failures, acts or omissions of any third party.

We will disclose information to third parties about your account including the transfers and payments you make, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution; in order to comply with court orders or other legal process; to comply with subpoenas, summonses, search warrants or requests from government agencies; to other companies affiliated with us; to others with your consent; and whenever required by law.

You agree that we may deliver our privacy notices and opt-out notices to you by making them available on our web site.

You authorize us to obtain credit information on you at any time prior to our agreement to provide a service or during the time you are using a service.

20. Access and Termination. Internet Banking is generally accessible 24 hours a day, 7 days a week, except it may be inaccessible for system maintenance. However, you understand and acknowledge that the Internet is an unsecured, unstable, and unregulated environment, and that your ability to use Internet Banking is dependent upon the commercial or internal on-line service you have chosen and are using, as well as the Internet and equipment, software systems, data and services provided by various vendors and third parties (including telecommunications carriers, equipment manufacturers, firewall providers and encryption system providers). You understand that while we and our service providers have established certain security procedures designed to prevent unauthorized access to accounts or transactions, there is no assurance that inquiries or transaction activity will be completely secure, or that access to internet Banking will be free from delays, interruptions, malfunctions, or other inconveniences generally associated with this electronic medium. You also understand that there may be times when access to Internet Banking is unavailable, and neither we nor our service providers assume responsibility for the operation, security, functionality or availability of the Internet Banking systems. You acknowledge that you are solely responsible for the adequacy of the systems, software, and Internet provider utilized by you to process banking transactions, and to do so accurately. We will not be liable for damages arising from delay, failure or error in transmission while using Internet Banking or your inability to access the system.

We may modify, suspend or terminate your privilege of using Internet Banking and may withhold approval of any transaction, at any time, without prior notice to you or refund of fees you have paid. In the event we terminate Internet Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who can access your Internet Banking account may terminate Internet Banking. Termination shall not affect the rights and obligations of the parties for transactions made with Internet Banking before we have had a reasonable time to respond to your termination request.

You may terminate the use of Internet Banking by contacting us by phone, in writing, in person, or through Internet Banking Secure Contact. Your termination of your Internet Banking will automatically terminate any future scheduled transfers and payments.

21. Third Parties. You understand that support and services relating to Internet Banking are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service. Unless a release is prohibited by law, 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.

22. **Amendment.** Except as required by law, we may in our sole discretion change these terms, and modify or cancel Internet Banking, or the features we offer, at any time, without notice. This may include adding new or different terms to, or removing terms from this Agreement or Addendums to this Agreement. When changes are made, we will update this Agreement on our website at www.jacksoncountybank.com. The website will be updated on or before the effective date of any such changes to the agreement, unless (a) an immediate change is necessary to maintain security or to prevent fraud; or (b) a legal or regulatory requirement requires immediate change; in which event this Agreement will be updated within a commercially reasonable period of time. You will be notified of changes to the Agreement which materially affect your rights. By continuing to use Internet Banking or related services after such notice of any change, you agree to the change. Amendments will be effective upon the date indicated in the notice, if applicable.
23. **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, Services and Fees Brochures and Truth In Savings Disclosure. 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 Banking, the agreement most specifically addressing the service or issue 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.
24. **Additional Provisions.** We are not responsible for any electronic viruses, spyware, phishing attempts or other malicious Internet or computer activity that you may encounter. We encourage you to obtain Internet security software or hardware to combat this activity such as anti-malware, firewall, anti-spam, and intrusion prevention. You should also regularly update your security software and hardware and educate yourself on safe Internet and e-mail practices.

You agree that transmission of confidential and sensitive personal information is at your sole risk. We reserve the right to monitor and review transmissions on-line and in storage, and to remove or reject any material which we, at our sole discretion, believe may be unlawful or objectionable, without prior notice to you.

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 715-284-5341 or write us at Jackson County Bank, P.O. Box 490, Black River Falls, WI 54615 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 you 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.

The 10 day periods in the preceding paragraph may be extended to 20 business days, if the error involves a transfer to or from the account within 30 days after the first deposit to the account was made.

If the error involves an electronic transfer from your account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within 30 days after the first deposit to the account was made, the 45 day time period to investigate your complaint or question will be 90 days in place of 45 days.

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.