

Electronic Consent and Internet and Mobile Banking Account Access Agreement

The following is the Horicon Bank Internet and Mobile Banking Account Access Agreement between you and Horicon Bank relating to your Internet access to your accounts with Horicon Bank via computers and mobile devices. This document includes disclosures regarding your electronic consent to this Agreement and to the electronic delivery of other Legal Disclosures. You should read this entire document.

In this Agreement, the words "Bank," "we," "us" or "our" mean Horicon Bank and its successors or assigns. When we use the words "you" or "your" we mean each person who has an interest in an account or other relationship which is accessible through the Service and any person authorized such access. The Service means information, communication and transactions provided through Internet Banking on the Horicon Bank Website, <http://www.horiconbank.com>, the Horicon Bank Mobile Banking Website, <http://mobile.horiconbank.com> or <http://m.horiconbank.com>, and Horicon Bank's mobile device applications.

PART ONE. E-SIGN CONSENT

THIS PROVISION CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO ELECTRONIC DELIVERY OF THIS AGREEMENT AND LEGAL DISCLOSURES (DEFINED BELOW). Please read this E-SIGN Consent carefully and print or retain a copy for your records.

Electronic Signature Terms and Consent. By clicking the "I Accept" button below, you consent:

(a) to the electronic delivery and receipt of information relating to your account(s) with us that you access using the Service, including this Internet and Mobile Banking Account Access Agreement and other agreements related to the Service, including but not limited to Specific Service Agreements (defined below), amendments to such agreements, privacy disclosures, including the annual privacy notice, notices, reports, documents and any other communications and disclosures that we provide, and/or are required by applicable law or regulation to provide to you in writing, including the initial and other disclosures under the Electronic Funds Transfer Act, during the course of your account relationships with us (but this consent does not apply to your monthly periodic statements) ("Legal Disclosures");

(b) that you are able to electronically access this Agreement and are satisfied that you meet the hardware and software requirements listed below;

(c) that you have printed this Agreement at your discretion;

(d) that you agree to all of the terms of this Internet and Mobile Banking Account Access Agreement governing your use of the Service; and

(e) that you are authorized to consent to all of these matters on behalf of all of the persons with access to your accounts.

We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications, and/or Legal Disclosures relating to the Service, in lieu of or in addition to electronic records at any time in our discretion.

Right of Consumers to Decline and/or Withdraw Consent For Electronic Disclosures. You may choose not to consent. If you do not electronically consent by clicking on "I Accept" below, or if you click the "I Decline" button below, you are indicating that you do not consent. If you do not consent, you will not be permitted to use any of the Service.

You have the right to withdraw your consent to receive Legal Disclosures electronically at any time. To withdraw your consent contact us in the manner provided in the following paragraph.

Withdrawing Consent and Receiving Paper Copies. If you withdraw your consent to receive electronic Legal Disclosures you also terminate your right to use the Service. You may also request and receive a paper copy of the Legal Disclosures. You will not be required to pay a fee for your request for a paper copy. If you wish to withdraw your consent, request a paper copy of the Legal Disclosures, or make changes as to how we may contact you electronically (that is, to your e-mail address for receiving Legal Disclosures), please contact us as follows:

- By calling us at 920-485-3040
- By writing us at Horicon Bank, ATTN: eBanking Dept, 326 E. Lake Street, Horicon, WI 53032
- By sending e-mail communication using the Message tab or using a general e-mail addressed to Support@HoriconBank.com

Changing Your E-mail Address; Location and Delivery of Disclosures. We may make electronic Legal Disclosures and other electronic Service information available to you by posting them on our website, by including them in a statement, or by transmitting them to you at the e-mail address you have provided to us for that purpose. You must promptly notify us if your e-mail address changes, by contacting us at the telephone number, mail or e-mail address printed above, or by updating your e-mail address in the Service by clicking "Customer Information" under the Customer Service tab.

Hardware and Software Requirements. In order to access the Internet Banking Service and access and retain the Legal Disclosures and the other electronic service information you must have:

- A computer

- An Internet connection
- A Web browser that supports current versions of DHTML, JavaScript and TLS 1.2, as prescribed by Horicon Bank from time to time. Equipment requirements are available at the following link: [Equipment List](#).
- A printer

In order to access the Mobile Banking Service you must have:

- A mobile device with web browser

In order to access the Mobile Application Service you must have:

- A smart phone capable of downloading the application.

This Consent Does Not Apply to Periodic Statements. Your consent applies to all communications from us relating to your accounts with us and remains in effect until you withdraw your consent; provided that this consent does not apply to electronic delivery of your account periodic statements unless you elect to receive your statements electronically by opting into the eStatement service after you have successfully logged on to the Service.

PART TWO. INTERNET AND MOBILE INTERNET BANKING ACCOUNT ACCESS AGREEMENT

When you use our Service or you permit any other person to use our Service, you agree to the terms and conditions we have set out in this Agreement and any instructional material we provide to you regarding the Service. This Agreement supplements other agreements between us, including, without limitation, your checking, savings, and other deposit account rules and agreements, as well as line of credit and loan agreements provided to you at the time you opened your accounts ("Account Opening Disclosures"). Except as otherwise provided in this Agreement, if there is a conflict between the provisions of this Agreement and the Account Opening Disclosures, this Agreement will control as to any conflict relating to the Service and access to your accounts via the Internet using a computer or mobile device. In the event of a conflict between the terms and conditions of this Agreement and disclosures provided electronically within the Service and relating to specific features of the Service, such as disclosures found in help screens or enrollment screens, the provisions relating to specific features of the Service, such as those in help screens and enrollment screens, will control. Depending on the specific functions or services you enroll in, you may also be required to agree to terms governing the specific function, including, without limitation, an Internet Banking Bill Pay Service Schedule, Account to Account Service Schedule and other agreements related to specific services ("Schedules"). Such Schedules are incorporated with and into this Agreement, and references to this "Agreement" shall include such Schedules. In the event of a conflict between the provisions of this Agreement and a Schedule, the Schedule will control as to any issue relating to the specific service.

1. Virus and Spyware Protection

(a) Your Responsibility. We are not responsible for any electronic virus or spyware that you may encounter. We suggest that you routinely scan your computer, mobile device and storage

media using a reliable anti-virus and anti-spyware product to detect and remove any viruses found. An undetected or unrepaired virus or spyware may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit a virus to other computers or reveal confidential information unknowingly. You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, internet access, and mobile devices necessary to access the Service. Horicon Bank will not be responsible for any errors or losses resulting from the malfunction of your hardware, software, mobile devices, or any internet or mobile service provider, or for your failure to utilize hardware or other equipment that meets the stated system and modem specifications, as may be amended from time to time. We do not guaranty the compatibility of the Service with all computers, mobile devices, browsers, hardware or software.

(b) Cash Management Services. Standard hardware and software requirements are listed in Part One of this Agreement. In order to enroll in Cash Management Services (defined below), you must maintain the following security devices:

- **Anti-virus software**
- **Anti-spyware software**
- **An updated version of Windows operating system software with current security patches**
- **A firewall**
- **Secure wireless system with strong passwords (wireless access key must be better than WEP encryption and the administrator password must not be the default).**

(c) Audit and Inspection. We reserve the right to audit your security software and procedures and to perform inspections of all sites where the Services are used at any reasonable time and from time to time and you agree to allow us to perform such audits and inspections in our sole discretion.

2. Security

We are committed to the security of your account information. We may require customers to enter a username, random code, security question response, security key, and password to access the Service in addition to using a secure Internet browser.

Only our established current customers may use the Service. If you do not currently bank with us and would like to open an account or learn more about other products and services, please visit our homepage, www.horiconbank.com, or a Horicon Bank office. To establish the Service if you are an individual accessing your personal account, you must go to <http://www.horiconbank.com> and select First Time User and enter the requested information. To establish the Service if your account is primarily for business purposes, you will be required to complete certain enrollment forms or other documents evidencing your desire to access your accounts using the Service ("Enrollment Forms"). The specific functions available to you are identified in your Service Enrollment Forms. From time to time, you may be required to agree (electronically or in writing) to additional Enrollment Forms and/or agreements to access specific functions of the Service.

We urge you to observe the following guidelines to protect against fraud:

- **Do not give out your account information, Username, Security Key, Security Question Responses or Password.**
- **Never leave your account information out in an open area accessible by others including your computer screen.**
- **Never send privileged account information (account number, password, etc.) in any public or general e-mail system.**
- **Never leave your computer or mobile phone unattended while you are within the Horicon Bank Internet website or Mobile Banking website.**
- **Verify use of a secure session (https) in the browser for all online/mobile banking.**
- **Do not access the Horicon Bank Internet website or Mobile Banking website from free Wi-Fi hot spots such as airports or Internet cafes.**
- **Cease all online/mobile banking activity if the website appears different than other times you logged in or otherwise appears questionable or not legitimate. Do not continue and contact us immediately at 920-485-3040.**

3. E-Mail

You may send secure e-mail to us using the Messages option located under the Customer Service tab within the desktop System. To send secure messages using your mobile device, log into the Service through the mobile website (<http://mobile.horiconbank.com> or <http://m.horiconbank.com>), select Settings and Messages. E-mail transmissions outside of the mail you create within the Service site are not secure. Therefore, we request that you do not send us or ask for sensitive information such as account numbers, password, financial information, etc. via any general or public e-mail system.

Use the Messages option for e-mails for all of your communications with us, including the following types of inquiries:

- Electronic Funds Transfer Error Resolution
- Reporting Unauthorized Transactions
- Contacting us about other concerns of a confidential nature.

Note that no action will be taken on any message to us until we have received the message and have had a reasonable time to act on it.

Under NO circumstances will a Horicon Bank employee request your Password via the Internet or any other type of contact. Do NOT respond to such a request even if the individual claims to represent Horicon Bank or any of its affiliates.

4. Alerts

Automatic Alerts are sent to you following certain changes you make using tabs within the Service, such as a change in your e-mail address, or Access Codes (defined below). Other account Alerts are sent to you when your account(s) has an event for which you request an Alert via the Account Alerts section located under the Accounts tab within the Service. At such time as we are able to send Alerts via text

message, and depending on the type of Alert, you may receive an Alert as a text message or an e-mail. Alerts will be sent to you at the current e-mail address or text message number designated on the Customer information section located under the Customer Service tab. If your address or number for receiving Alerts changes, you must change the information within the System on the Customer Information section located under the Customer Service tab. You understand and agree that Alerts may be delayed or prevented by a variety of factors. We do our best to provide Alerts in a timely manner with accurate information. We do not guarantee delivery or occurrence of any Alert. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any Alert, for errors in the content of an Alert, or for any actions taken or not taken by you or any third party in reliance on an Alert.

5. Account Access

To have access to the Service, you must also have at least one eligible deposit or credit account with us. Except for the Cash Management Services and the Bill Pay Service for business accounts, for which specific accounts must be designated as an account to be accessed in each such service, when you agree to the terms of the Service you authorize us to link together on the Service, and provide access using the Service to, all accounts on which you are named an owner, including accounts that are opened after the date you enrolled in the Service. If you do not want an account to be linked you must provide a written request that specific accounts not be linked.

If an account is owned by more than one person who has requested access to the account using the Service, or if you have designated authorized user(s) to have access to your accounts using the Service by asking us to provide a person(s) with a User Name and Password, or if you have provided Access Codes to any person(s) (each an "authorized user"), each account owner and each such authorized user will have the authority to perform any task available to those Access Codes using the Service. You agree that each authorized user is acting as your agent and on your behalf, will be bound by this Agreement and by any separate agreements governing your accounts and the Service. We may rely on and act on the verbal, written or electronic instructions of any authorized user without any liability to you. Except to the extent we have approved an authorized user on a business account with authority to perform limited designated functions, all transactions that an authorized user performs on an account using the Service, including those you do not want or did not intend, are transactions authorized by you and for which you are responsible. To the extent an authorized user has limited authority to perform functions within a Cash Management Service or Bill Pay Service, all transactions that such an authorized user performs within the authorized user's authority, including those you do not want or did not intend, are transactions authorized by you and for which you are responsible.

If you notify us that certain Access Codes are no longer authorized, only transactions that you did not want or intend and that are performed after you notify us and we have had a reasonable opportunity to act on the notice will be considered unauthorized transactions. You agree that you, and not us, are responsible for supervising anyone to whom you provide Access Codes or any authorized users and for monitoring the actions taken on your behalf.

If an account that requires two or more signatures to make withdrawals is accessible via the Service or such account is automatically added to the Service, you agree that the verification by two persons will not apply to electronic funds transfers made using the Service. Any one person with the proper Access Codes is authorized to make transfers, even if you require more than one signature on a transfer made by any means other than the Service, such as by use of a check.

Access will be provided to these types of consumer accounts (primarily for personal, family or household purposes) or business accounts through the Service, although not all functions are available for every account:

- Checking
- Savings
- Money Market Deposit Account
- Certificate of Deposit (CD)
- Installment Loan
- Commercial Loan
- Mortgage Loan
- Line of Credit

6. Access Codes

To use the Service, each authorized user is required to enter the following information ("Access Codes"):

- Username
- Random Code
- Response to security question
- Security Key
- Password

Except as provided in paragraph 13 for consumer accounts, all electronic communications that meet these requirements (and applicable additional security procedures in a Schedule) will be deemed to be authorized, valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that the foregoing security procedures (together with applicable additional security procedures in a Specific Service Agreement) are commercially reasonable and that the risk of unauthorized transactions occurring due to the use of the Access Codes by an unauthorized person is assumed by you.

You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. Varying Access Codes may be required to perform varying specific functions and security features and procedures may be changed by us during the course of the online relationship.

If you are an owner of a business account that wishes to identify authorized users to use the Service on your behalf, you will provide to us the names of any person(s) that you wish to be authorized users and

designated the levels of the Service that the authorized users may access. We will provide each such person with a username and default password. All default passwords provided by us to you or your authorized users must be changed immediately by you or the authorized user.

You are responsible for all transfers you and any authorized user make using the Service. If you permit other persons to use the Service or your accounts and Access Codes (even though you have agreed not to disclose this information), you are responsible for all transactions they authorize. If you believe that your account numbers and Access Codes have been lost, stolen or compromised, or that someone may attempt to use the Service without your consent or has transferred money from your account by accessing your account without your permission, you must notify Horicon Bank at once by calling us during business hours.

Use of Access Codes is the agreed security procedure to access the Service. You agree to keep the Access Codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Service. For security purposes we recommend that you do not use the same Access Codes you use on other bank products and that you change passwords on a regular and timely basis. Your password(s) can be changed within the Service or by calling customer service at the number provided below.

You also agree that we may revoke your access to the Service if unauthorized account access and/or transactions occur as the apparent result of negligence in the safeguarding of the account number and Access Codes belonging to you and/or your authorized user(s). Further, you agree that, if we are notified that you have included Horicon Bank in the filing of a petition of bankruptcy, we may revoke or refuse to grant you Service functions or access.

7. Available Functions

Depending upon the particular functions available to you and for which you have enrolled, you may be allowed access to the following functions by first entering your Access Codes.

(a) Account Information. You may obtain an account balance and summary information, account transaction alerts, uncollected funds information, and cleared transactions detail for at least the current statement period, and you may view your periodic statements. To access some of these functions, such as account transaction alerts, you are required to enter into a separate agreement.

(b) Internal Transfers and Payments. You may request funds transfers to and from certain of your deposit and loan account(s) with us. Transfer and loan payment requests received by us after 6:30 p.m. will be processed the next business day. Other transfer requests, known as Advance Requests, are performed by Bank personnel. Requests received prior to 5:00 p.m. will be processed the same business day upon proper verification.

(c) External Accounts, Transfers and Payments. Subject to our approval and to the extent permitted by the other applicable financial institution, you may (1) transfer funds from your deposit

accounts at Horicon Bank to accounts at other financial institutions (“External Accounts”), (2) transfer funds from External Accounts to your deposit accounts at Horicon Bank, and (3) transfer automatic payments from External Accounts to your accounts at Horicon Bank and authorize Horicon Bank to debit such payments from your accounts. To access these functions, you may be required to enter into a separate agreement.

(d) Remote Deposit Capture. Subject to approval by us and conditioned upon signing a separate remote deposit capture agreement, you may take a picture or scan a check to be deposited in your linked deposit accounts at Horicon Bank.

(e) Data Download. Subject to specific instructions provided to you by the Service, you may download account data to your computer. We are not responsible for importing the account data into your hardware or software and make no representations regarding the compatibility or importability of the data with or into your hardware or software. Contact your hardware or software vendor for assistance with these issues.

(f) Bill Pay. For business accounts, subject to our approval, you may order transfers from designated accounts for payment to third parties using this service. The Bill Pay function is available for consumer checking accounts. Payment amounts are limited to \$9,999.99 per transaction for consumer accounts and \$25,000.00 per transaction on business accounts and \$25,000.00 per day for all transactions. As a participant in the Internet Banking Bill Pay Service you will be charged according to Horicon Bank's Rate and Fee Schedule. If you opt to utilize the expedited payment services, you will be charged \$9.95 per electronic payment and \$25.00 per overnight check.

(g) eBills. Receive electronic summaries of your paper bills that are displayed in Bill Pay.

(h) Stop Payments. The Stop Payment feature of the Service is a system for issuing written Stop Payment Orders on paper checks drawn on Horicon Bank. When utilizing this feature of the Service, you warrant that the information describing the check, including the check or scheduled transfer date, its exact amount (dollars and cents), the check number and payee is correct. The Bank uses automated equipment to process Stop Payment Orders, and that equipment may not recognize a check if the amount of the referenced check is not precisely accurate. You also acknowledge that if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for failing to stop payment on the item. You acknowledge and agree that any Stop Payment Order must be received by the Bank within a reasonable time for the Bank to act on the order prior to final payment of the check. You further acknowledge that acceptance of a Stop Payment Order does not constitute a representation that the item has not already been paid. A Stop Payment Order received by the Bank using this Service will be considered a written request, will be effective for 180 days only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration. There is a fee for Stop Payments (see current Fee Schedule). You may also view any active stop payments on your account(s) using this function.

(i) **eStatements.** Receive electronic periodic statements for your accounts.

(j) **Wire Transfers.** Subject to approval by us and conditioned upon signing a separate Wire Transfer Agreement, you may send payment orders to us to wire funds out of your accounts, to your accounts or third party accounts, outside of the Bank.

(k) **ACH Transfers.** Subject to approval by us and conditioned upon signing a separate Company Agreement for ACH Originations, you may initiate funds transfers by means of the Automated Clearing House Network.

(l) **Positive Pay Service.** Subject to approval by us and conditioned upon signing a separate Positive Pay Agreement, you may submit issued check files to us to compare against checks presented for payment.

(m) **Single Sign-On (“SSO”).** Horicon Bank may provide you with SSO service, which will allow you to access your account and other applications, such as your credit card platform.

Wire Transfers, ACH Transfers and Positive Pay Services are referred to in this Agreement as the **Cash Management Services**.

Under federal regulations, you may make no more than six preauthorized electronic fund transfers and telephone transfers, including internet transactions, checks, point-of-sale transactions and check, draft, debit card or similar order to third parties per month from your savings or money market deposit account. Each fund transfer through the Service 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.) For security reasons, there are other limits on the number of transfers you can make using the Service.

Some functions that are available through the Service using a computer may not be made available using a mobile device and some functions that are made available through the Service using a mobile device may not be made available using a computer.

Additional functions may be added to the Service from time to time. You may be required to complete additional Enrollment Forms and agree to additional terms and conditions to have access to some of the functions above and to such additional functions that may be added from time to time. You are also responsible for providing a mobile device that is compatible with the Service.

The available functions may change or be terminated from time to time at our sole option, and the website/mobile website will be updated accordingly. We may contract with a third-party service provider to provide the Service or any functions to you and our customers. Any third-party service

provider is afforded the rights and protections of this Agreement. We may change service providers, at our sole discretion.

8. Access to Information

(a) General. While enrolling in the Service and using the Service, you may have access to certain analytics and other information, including from third parties, provided through the Service. This information is provided to you as a convenience, and Horicon Bank does not make any representation or warranty that such information is accurate, reliable or complete.

(b) Credit Monitoring. While using the Service, you may have access to credit monitoring and other related services, including from third parties. This information is provided to you as a convenience, and Horicon Bank does not make any representation or warranty that such information is accurate, reliable or complete.

9. Service Charges or Fees

Once you are an enrolled user of the Service, you may be charged the applicable Monthly Fee and/or Usage Fee whether or not you use the Service. Certain activities performed through the Service may cause charges to be assessed against your account(s). All charges assessed will be reflected on your periodic statement when your statement is prepared and sent to you. You agree to pay charges according to the "Schedule of Fees and Charges" you received at account opening and which is accessible by you at www.horiconbank.com, as amended from time to time. You authorize us to automatically deduct all applicable charges and fees from any account you have with us. Please refer to our Schedule of Fees and Charges for further information about which activities incur charges. At the present time there is no fee to enroll in the Service, unless you elect to use a specific function within the Service for which fees are imposed. In the event you enroll in a specific service for which a fee is imposed, you will be notified of the fee when you enroll in that service.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet service provider.

10. Reporting Unauthorized Transactions

If you believe that an unauthorized transaction has been or may be conducted from your deposit account without your permission, call: 920-485-3040 or fax us at: 920-485-3056.

11. Periodic Statement and Records

You will receive monthly periodic statements for your account(s) with us. In addition to reflecting your other account activity, your statements will include any internal funds transfers and Bill Payments made using the Service. The periodic statements will be mailed to you in paper unless you sign up to receive electronic statements using the eStatement tab in the Service. A record of all transfers, including Bill Payments paid using the Service are available in the History section of the Service. Additionally, Bill Payment history can be found through the bill payment service function under the "payment records" tab. Transfers will be described in your account history as *Recurring – Transfer To/From or Transfer to*

XX0000 (account number) with a description. Bill Payment ACH debits will be listed as *Bill Paymt - Payee Name* and payments by check will be listed as a *Check Paid with Payee Name*. All transfers, including Bill Payments will have the payee's name, payment amount, payment date and check number (if applicable).

12. Business Days and Hours of Operation

Our business days are Monday through Friday except Federal holidays. A customer service representative will be available to assist you on our business days between the hours of 8:00 a.m. to 7:00 p.m. CST.

13. Your Responsibility

You should notify us AT ONCE at **920-485-3040** if you believe any of your accounts have been accessed using the Service or your Access Codes have been taken or used without your permission. Telephoning us right away is the best way to keep your possible losses down.

(a) Unauthorized Transfers on Consumer Accounts. If an unauthorized transaction is an electronic funds transfer completed using the Service, the account owner is an individual and the account from which funds are transferred is used for personal, family or household purposes, you can lose no more than \$50 if you notify us within two business days of discovering any unauthorized use of the Service or your Access Codes. However, you can lose as much as \$500 if you do not notify us within two business days of discovering the unauthorized transfer and we can prove that we could have prevented the unauthorized transfer had we been notified.

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 provide 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.

(b) Unauthorized Transfers on Commercial Accounts. If (a), above, is not applicable to you or your account, you are responsible for all transfers and transactions accomplished using the Service. If any persons use the Service or your Access Codes, you are responsible for any transactions they authorize using the Service.

These provisions addressing your liability for unauthorized transfers using the Service supersede any inconsistent provisions you may have received at account opening and such provisions are no longer in effect or are deemed amended to be consistent with this Agreement.

(c) Changes in Information. You agree to promptly notify Horicon Bank in writing of any address change. Changing your address on the Service does not automatically update your address of record at Horicon Bank. Similarly, updating your address at Horicon Bank does not automatically update the address on the Service.

(d) **Laws, Rules and Regulations.** You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization (“**ECCHO**”) and any other clearinghouse or other organization in which Bank is a member or to whose rules Bank has agreed to be bound. The Rules are incorporated herein by reference. These procedures, rules, and regulations (collectively the “**Rules**”) and laws are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.

(e) **Financial Information.** We may from time to time request information from you in order to evaluate a continuation of the Service to be provided by us hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon our request, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with the Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that your credit risk is unacceptable, we may terminate the Service according to the provisions hereof.

(f) **Indemnification.** To the extent legally permitted, you agree to indemnify and hold harmless Horicon Bank and each of its directors, officers, shareholders, employees, agents, successors, and assigns from and against all liability, loss, and damage of any kind (including attorneys’ fees and other costs incurred in connection therewith) arising out of or in connection with breach of any of your obligations, representations and warranties under this Agreement. Horicon Bank’s right of indemnification is absolute and unconditional, shall survive any termination of this Agreement, and shall not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment.

14. Overdrafts

When you schedule a funds transfer or Bill Payment using the Service, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your 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 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 permitted by law. 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. You agree that a non-sufficient funds (NSF) fee may be charged in accordance with Horicon Bank’s established and published fees.

By using the Service, you agree that Horicon Bank has the right to transfer funds from your available balance on your line of credit account(s) to recover funds for all payments that have been requested to be paid by you and your authorized user: this includes accounts on which you are the primary owner, as well as accounts on which you are the joint owner.

15. Our Responsibility

We, or a third party acting as our agent, are responsible for completing fund transfers on time, according to your properly entered and transmitted instructions. If we do not, we will be liable for your losses or damages if your account is a consumer account. However, we will not be liable for losses or damages for incomplete or delayed transfers:

- If a Payee mishandles or delays crediting a payment sent by the Service;
- If you do not have adequate collected funds in a deposit account to complete a transaction from the account, or if that account has been closed;
- If you have not properly followed instructions on how to make a transfer;
- If you have not given complete, correct and current instructions so that a transfer can be made;
- If withdrawals from any accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your equipment or the Service was not working properly and this problem should have been apparent to you or you were advised about the malfunction before you authorized a transfer or payment;
- If circumstances beyond our control, or the control of our agent, prevent the completion of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by fires, floods, other interference from an outside source or natural disasters;
- If the transfer would go over the credit limit on your overdraft credit plan, if any;
- If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse;
- For errors or failures from any malfunctions of your browser, internet service provider, computer, mobile provider, mobile device, virus or other problems relating to the computer and mobile equipment you use with the Service, including, without limitation, your inability to access the Service or any part of the Service;
- For a failure to provide access or for interruption in access to the Service due to the Service system failure.

Notwithstanding the foregoing, we shall not be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and

commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and us or us and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under this Agreement. There may be other exceptions to our liability as stated in our deposit account agreements with you.

FOR BUSINESS ACCOUNTS: 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 WILL BE TO PAY REASONABLE LATE CHARGES, IF APPLICABLE, AND TO CORRECT THE ERROR, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO INTERNET OR MOBILE BANKING ACCOUNT ACCESS SERVICE.

16. Electronic Fund Transfer Error Resolution For Consumer Accounts

If the account owner is an individual and the account is used primarily for personal, family or household purposes, we will handle errors as follows:

In case of errors or questions about any electronic payment or transfer initiated from your account(s) via the Service, if you think your statement or acknowledgment is wrong or if you need more information about a transfer listed on your statement or acknowledgment, contact us immediately. Call: **920-485-3040** or fax us at: **920-485-3056**, e-mail us at **Support@HoriconBank.com** or write us at **Horicon Bank, ATTN: EBANKING DEPT, 326 E. Lake ST. Horicon, WI 53032.**

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 we used in our investigation.

17. Changes/Interruptions in Services

We may on a regular basis perform maintenance on our equipment or system or encounter other difficulties that may result in interrupted service. We also may need to change the scope of our Service from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

18. Performance of Software and Electronic Service; Limitation of Liability; Exclusion of Warranties OTHER THAN AS SPECIFICALLY SET FORTH HEREIN OR REQUIRED BY LAW, IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND OR THE SERVICE.

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTY TO YOU REGARDING EQUIPMENT OR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

19. Privacy

We will disclose information to third parties about your account or the transfers you make: (a) to third parties where it is necessary for completion or tracing transfers or resolving errors or claims; or (b) to verify or disclose the existence, amount or condition of your accounts for third parties, such as credit bureaus, merchants or other financial institutions; or (c) pursuant to court orders and other legal process; or (d) to comply with subpoenas, summonses, search warrants or requests from government agencies; (e) to comply with state or federal laws requiring us to provide information regarding depositors and their accounts to governmental agencies; (f) to others with your consent; or (g) otherwise in accordance with our privacy policy we provide to you and which is posted at www.horiconbank.com.

Through your enrollment in the Service, you agree that Horicon Bank (or its third-party service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that such parties reserve the right to obtain financial information regarding your accounts from a merchant or financial institution to resolve payment-posting problems.

20. Ownership of Materials

The content and information on our site is the property of Horicon Bank. It should not be duplicated, or copied by any means, unless otherwise specified.

21. Severability

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

22. Area of Service; Notices

The Service described in this Agreement and any application for consumer credit and deposit services available at our site are solely offered to citizens and residents of the United States of America. You agree that we may send messages and notices to you to any e-mail, mail or telephone number that you provide to us. We may also send notices to you or provide information that we are otherwise required to provide to you in writing, by posting the information on our website, to the extent not prohibited by law.

Any notice to us shall be mailed to the following address:

Horicon Bank,
ATTN: EBANKING DEPT
326 E. Lake St.
Horicon, WI 53032.

23. Governing Law and Venue

These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of Dodge County, Wisconsin.

24. No Signature Required

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit any of your accounts or the account on which the item is drawn without requiring your original live signature on the item, and without prior notice to you.

25. Amendment of this Agreement

We may amend this Agreement (including the Schedules and changes in the fees and charges applicable to use of the Service), by posting notice of the change on our website effective upon the date indicated in the notice or by transmitting it to you at the e-mail address you have provided to us. Your continued use of the Service is your agreement to the amendment(s).

26. Waiver

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of that term or provision in the future and any such waiver must be

in writing. No delay or omission by us in exercising any right or remedy will impair the right or remedy or be deemed a waiver of the right in whole or in part.

27. Assignment

We may assign rights and delegate duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights under this Agreement.

28. Termination

We may modify, suspend or terminate your privilege of using the Service, including any of the functions thereunder, and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate the Service or any function within the Service, 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 has access to the accounts accessible with the Service may terminate the Service or withdraw from the use of any particular function by sending an e-mail to support@HoriconBank.com or by calling customer service at the telephone numbers listed herein.

Termination shall not affect the rights and obligations of the parties for transactions made with the Service before we have had a reasonable time to respond to the termination request. Termination of the Service in full will automatically terminate all pending transfers and payments, however, if the Bill Payment Service function or Cash Management Service function are terminated without terminating all of the Service, only the pending transfers and payments in the function that was terminated, and no other transfers, will terminate.