

**ONLINE BANKING AGREEMENT AND DISCLOSURE****Financial Institution Name and Address**

Fox Valley Savings Bank  
Fond du Lac Oshkosh Waupun  
www.fvsbank.com

**Financial Institution Contact Information:**

Phone Number: (800)242-7880  
Email address: fvs@fvsbank.com

Agreement Date:

The Online Banking Agreement ("Agreement") governs the use of our Online Banking Services ("Services") and serves as the agreement between you and Fox Valley Savings Bank. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of the Online Banking Services constitutes your acceptance and agreement to the terms and conditions contained herein as well as any other terms made available to you by using Online Banking Services. Additionally, your use of any Online Banking Services that we introduce in the future constitutes an acknowledgement and agreement to the terms and conditions associated with those Services. Any agreements, amendments, notices, periodic statements and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us at (800)242-7880 prior to acceptance.

**DEFINITIONS.** The terms "you", "your" and "Authorized User" refers to any and all individuals authorized by an account owner/authorized signer to access Online Banking Services. The terms "we", "us" and "our" refer to Fox Valley Savings Bank, the financial institution.

The term "Account" refers to your account or accounts with us that you have designated for Online Banking Service access and that we allow to be included under this service. The type of accounts that may be designated include consumer deposit accounts, such as Checking, Statement Savings, NOW accounts and Money Market accounts, consumer loans, line of credit accounts, and mortgage accounts. You must be an account owner/authorized signer for each account that you designate, and the Accounts must permit withdrawal by a single signer.

The term "Login Credentials" refers to the combination of your Access ID

and Password that must be used together to securely access your account information.

The term "Disclosures" refer to the regulatory disclosures provided to you at the time of depository account opening, such as the Truth in Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure, and Privacy Disclosure, as well as any schedule of fees and charges. These Disclosures still govern the Account.

The term "Business Day" refers to any day in which we are open and available to customers for the purpose of conducting banking business, or as otherwise described in the Disclosures provided to you with your account. Please refer to your Disclosures for detailed information regarding Business Days.

The term "Check Image" refers to the digital image of any check you transmit to us using Remote Deposit Capture.

The term "item" refers to the definition provided in Article 4 of the UCC.

The term "check" refers to the definition provided in Regulation CC.

The term "Original Check" refers to the definition provided in Regulation CC.

The term "Substitute Check" refers to the definition provided in Regulation CC.

The term "Electronic Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that— (1) Is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) Conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

The term "record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.

**SYSTEM REQUIREMENTS.** Online Banking Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through Internet access on your personal computer or via a wireless handheld device. You must meet minimum software and hardware requirements for each device you use to access Online Banking Services in order to take advantage of these Services. If you decide not to maintain such hardware and software, you may cancel Services at any time by contacting Customer Service.

Current version of anyone of these: Microsoft Internet Explorer, Netscape Navigator, Mozilla Firefox, Opera, Mozilla Camino, Apple Safari

**SECURE ACCESS.** You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Banking Services. We may also utilize uniquely identifying information to confirm your identity. It is recommended that you change your Login Credentials through Online Banking Services, or with the assistance of

our Customer Service, as allowed by our security requirements. There may be additional or optional security measures instituted by us from time to time as we determine necessary to ensure the security of this service.

Subject to federal and state law, and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Banking Services, whether made by yourself or someone authorized by you, using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials. Please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure for our liability policy.

As a precaution, we recommend that you not send email(s) or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Banking Services and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your login information; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your accounts. If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Banking Services, we recommend that you change your Login Credentials if possible and notify us immediately. Our contact information for security issues is provided below.

**Customer Service for Security Issues**

Address: Fox Valley Savings Bank  
51 E 1st Street  
Fond du Lac, WI 54935

Phone Number: (800)242-7880

Business Hours: Monday - Friday 8:30am - 5:00pm, excluding federal holidays

**Use of Personal Information.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**TRANSACTIONS AND FUNCTIONS OF THE SERVICES.** The transactions and functions available through Online Banking Services may include, but are not limited to, the following:

- Transfer of funds between Accounts.
- Transfer of funds between Accounts on a recurring basis.
- Balance inquiry on each Account.
- Request or retrieve a copy of a paid check or past statement on the Account.
- Re-order checks for your Account(s), as applicable.
- Change the Account(s) and Access Information for your Online Banking Services.
- Conduct secure email communication with us regarding your Online Banking Services.
- The use of our Bill Pay service.
- The use of Remote Deposit Capture ("RDC") services.
- The use of Mobile Banking services.
- Other:

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type, or other Online Banking Service limitations. We reserve the right to restrict the use of Online Banking Services for an account type or to impose any other limitation or restriction on the use of these Services.

**TRANSACTION LIMITATIONS.** The maximum dollar amount that we permit for a one-time transfer between your Accounts is \$ no limit . The maximum dollar amount that we permit for a recurring transfer between your Accounts is \$ no limit . We reserve the right to amend these limits and may refuse to process any transfer request that exceeds them.

Regulation D Transaction Limitations - Federal regulation limits the number of checks, telephone transfers, online and mobile transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from each money market and savings type accounts. You are limited to six such transactions from each money market and savings type accounts you have each month or statement period for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device.

**ONLINE TRANSACTION FUNDING.** In order for us to process an Online Banking Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any nonsufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Banking Services privileges. We also reserve the right to overdraw your Account to complete the transfer, whether or not we have overdrawn the account for a transaction in the past or continue to do so in the future, and hold you responsible for any related fees that may be assessed for the overdraft.

**ELIGIBILITY OF ITEMS.** You may only submit items for deposit that are within the dollar limits established for you. We reserve the right to limit the dollar amount and frequency of deposits made through RDC services by you and we may raise or lower your dollar limit in the future at our sole discretion at any time. You agree that we are not obligated to accept any Check Image that we determine to be ineligible and you agree to deposit only "Checks" as defined by Regulation CC. You acknowledge that ineligible items include but are not limited to the following: ACH payments or wire transfers, items drawn on banks located outside of the United States, cash, illegible items, incomplete items, items which contain indicia of alteration, any check that has previously been converted to a Substitute Check, any item that contains indecipherable magnetic ink character recognition ("MICR") data, any check originally made payable to a party other than you and any stale or post dated items.

**PROCESSING REQUIREMENTS.** You agree you will not alter any Original Check or Check Image under any circumstance and you warrant that all Original Checks are authorized for the amount stated on the check by the person who created the check. At the time of presentment to you by drawer, any checks that you initiate for deposit must contain all necessary information on the front and back of the check, including all endorsements, the identity of the drawer and paying bank that is preprinted on the check and the image quality must be in compliance with the minimum requirements established by the American National Standards Institute ("ANSI"). Determination of image quality compliance is in our sole discretion and any check may be rejected if it does not meet this criteria. You also agree that all Check Images you submit for deposit through RDC services will not contain any viruses or other potentially harmful attributes.

**ACCEPTANCE OF ITEMS.** We are not responsible for any items which we do not receive. Items received will each be reviewed for acceptability and any accepted item will be converted into a Substitute Check. You agree that electronic conveyance of a check does not equate receipt of the check. You agree that a notice confirming receipt of your deposit does not mean the item is error-free or that it will not be rejected upon further review. If we do reject an item for any reason, we will provide you with a notice of rejection; however, we will not be liable for loss suffered as a result of the rejected item. We will also provide you with a notice if your deposited item is dishonored, in which case you permit us to debit such amount from your account. You may confirm receipt of all deposited items by viewing your account statements or by contacting Customer Service.

**RETENTION AND DISPOSAL OF CHECKS.** You agree to securely preserve and protect each Original Check for a period of 30 days and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an item, you agree to indicate its presentment via electronic means directly on the Original Check. You agree you will not deposit or submit any Original Check which you have already submitted or deposited electronically into an account you own with us or at any other institution. At the expiration of the 30 day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a Check Image after presentment to us is your responsibility and you will be solely liable for any loss resulting therefrom.

**MOBILE BANKING.** The following provisions are specific to our Mobile Banking services and are in addition to the terms and conditions provided in the Agreement for Online Banking Services with us.

Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to viewing account balances, remote deposit capture and text message banking.

**ACCESSIBILITY AND LIABILITY.** Our Mobile Banking services are designed to be available 24 hours each day, seven days per week. We do not warrant that services will always function properly or that disruption or suspension of services will not occur. You agree that we will not be liable for any loss, costs, damages or expenses resulting from the interruption of Mobile Banking services. You also agree that these services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees and other charges from your wireless provider apply when utilizing Mobile Banking services.

**MOBILE DEVICES.** You are responsible for providing and maintaining your own wireless handheld device and for ensuring that is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of these services. You understand that wireless devices may be subject to viruses and we are not responsible for ensuring your device is protected from these viruses.

**TRANSACTION LIMITS.** You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.

**EFFECTIVE TIMING OF TRANSACTIONS.** Online Banking Services are available for your use 24 hours each day, seven days a week, unless the system is undergoing maintenance, which may occur from time to time. The posting of Online Banking Services transactions depends on the time and day of the transaction. Transfers requested through Online Banking Services before 8:00pm on a Business Day will post the same day and be included in the available funds for the receiving Account. Transfers requested after 8:00pm on a Business Day, or requested on a non-Business Day, will post on the following Business Day to the receiving Account and will be considered available funds on that day. Separate terms and conditions for availability of funds may apply to transactions completed using RDC services and will be disclosed to you in any agreement governing these Services if applicable.

**CANCELLING A TRANSFER.** A one-time transfer is immediate and cannot be cancelled. The deadline for cancelling a recurring transfer request is 3 days before the scheduled date. If you have any questions or problems cancelling the transfer, contact Customer Service by using the information provided in this Agreement.

**BILL PAY SERVICES.** The following provisions are specific to our Bill Pay services and are in addition to the terms and conditions provided in the Agreement for Online Banking Services with us.

If not a proprietary service, we are offering these services under a licensed agreement with a third party ("Licensee"), which includes any sub licensor, successor, assignee, or provider of any associated hardware or software needed by the Licensee to support these services.

We are offering these services under a licensed agreement with CheckFree

**USING BILL PAY.** You can access these Services in the same manner as you access other Online Banking Services, using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated account to be debited for your bill-paying activities. If using a money market account or savings account, be aware that account activity may be limited by federal regulation. See the Transaction Limitations provision of this Agreement. You must maintain sufficient available funds in the designated account to satisfy the expected payment activity. There is a \$ 1.00 minimum, and a \$ any maximum dollar amount that may be set-up as a payment using our Bill Pay services.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least 2 days as set-up time for electronic payments and at least 5 days as set-up time for check payments to those payees that cannot yet accept an electronic payment and are to receive a check through our service. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the due payment and set-up the next payment to that payee through our Bill Pay service.

We, and Licensee when indicated, assume responsibility for all reasonable efforts to process your payments through our online Bill Pay services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using this service.

**CANCELLING BILL PAY.** You may cancel Bill Pay services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not cancelled in writing or in a record to us, we may require a record or writing confirming the service cancellation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the services for any remaining payees.

**REMOTE DEPOSIT CAPTURE ("RDC").** The following provisions are specific to our RDC services and are in addition to the terms and conditions provided in the Agreement for Online Banking with us.

RDC services allow you to make deposits to your Account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use this Check Image to create an Electronic Check or Substitute Check for collection. The Check Clearing for the 21st Century Act and Regulation CC govern the use of RDC services and have enabled financial institutions to accept Substitute Checks, which are the legal equivalent to Original Checks for all purposes.

**RDC FEES AND CHARGES.** Any and all fees and charges associated with your accounts remain in effect when accessing and using RDC services. You understand that standard data charges and messaging rates imposed by your wireless service provider may apply and that these rates and charges are your sole responsibility. Please contact your service provider for additional information.

**COST OF SERVICE.** Account transaction fees as stated in the Disclosures and any schedule of fees and charges provided to you remain in effect and are not eliminated or changed with the use of Online Banking Services. You have sole responsibility for any service fees you incur from your telephone, Internet or wireless service providers. When signing up for certain Online Banking Services, a separate Fee Schedule and charges specific to these Services will be provided.

**YOUR LIABILITY.** You are responsible for the activity performed through Online Banking Services using your Login Credentials, including any activity performed by others who use your Login Credentials whether or not authorized by you as disclosed in our Electronic Fund Transfer Disclosure. You also agree to review your Account activity online, through periodic statements or through the use of any other application. Any questions or concerns about any activity should be directed to Customer Service as provided in your Electronic Fund Transfer Disclosure.

You acknowledge that you do not own or have any proprietary rights to Online Banking Services and any unauthorized reproduction in whole or in part is strictly prohibited. You agree not to use Online Banking Services to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, NACHA Operating Rules, and the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regards to these Online Banking Services and any transaction or functions performed using these Services. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Account Agreement will take precedence over this Agreement.

**OUR LIABILITY.** We are responsible for taking all reasonable measures to ensure that the Online Banking Services is available and functioning optimally, reserving the right to temporarily remove the service from access for maintenance or upgrades from time to time. We also accept responsibility to process any function or transaction requested by you through this service in a timely manner when submitted within the terms and conditions of this Agreement.

We will provide you with the hardware and software specifications for these Services and any amendments as they occur from time to time. We accept no responsibility, and you agree to hold us harmless, for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communications in the service provided by your Internet, browser or wireless provider, or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless, for any system virus or other system problem attributable to Online Banking Services or to your Internet or wireless service provider.

**CANCELLING SERVICE.** You may cancel any or all of the Online Banking Services at any time by contacting Customer Service in a form and manner acceptable to us. Upon cancellation, you agree to immediately discontinue any use of our Services and you agree to remain liable for all transactions performed on your account. We reserve the right to refuse your application for Online Banking Services if your account is not in good standing, and to suspend, restrict or cancel your authorization to use this service, at any time, at our discretion. We will take reasonable measures to reach you concerning the Service cancellation, but are under no obligation to provide you such notice. If Service is reinstated, this Agreement will remain in effect.

**GOVERNING LAW.** The terms and conditions of this Agreement are subject to and governed by the laws of the state in which the account was opened and federal law. The Accounts designated for access through Online Banking Services continue to be governed under the Agreement and Disclosures provided to you for each account. Changes in these laws may change the terms and conditions of this Agreement or of the Agreements and Disclosures associated with one or more of the Accounts. We will notify you of any changes as required by law.

**SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**ASSIGNABILITY.** We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your rights and duties under this Agreement at any time.

**NO WAIVER.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power or privilege.

Words, numbers or phrases preceded by a  are applicable only when marked, i.e., .

**ACKNOWLEDGMENT.** I/We have read and understood the above provisions of the Online Banking Agreement and Disclosure and agree to be bound by its terms.

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