



Forte Bank Online Banking Agreement

ESIGN

These Online Banking Terms and Conditions (this "Agreement") apply to your use of our electronic banking services, including mobile banking and other banking services (collectively the "Services"), which permit you to access your accounts with us via the Internet or your mobile device. In this Agreement, the terms "you" and "your" refer to each depositor on an account accessible by the Services, and the terms "us," "we," and "our" refer to Forte Bank.

By clicking the "I Agree" button, you acknowledge and agree to the following Online Banking Terms and Conditions, including the following:

- You agree to receive this Agreement electronically. You also agree to receive all updates to this Agreement and disclosures, notices and other communications regarding the Services electronically. You are deemed to have received any electronic communications when they are made available to you. You can request paper copies of any of these documents by calling 262-670-3878. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any disclosure. You agree that we may deliver our privacy notices and opt-out notices to you by making them available on our website.
- In order for you to use the Services, you must have a computer or mobile device with access to the Internet that meets certain system requirements. You are responsible for the purchase, installation, maintenance, upgrades, security of the software, security of the hardware, and any passwords. You agree to use a reputable anti-virus and anti-spyware software program on your computer and update such software on a regular basis. We are not responsible for any errors or issues that arise from the malfunction or failure of either the hardware or the software. To print this Agreement and/or your account information, you must have access to a printer.
- You represent and warrant that you are at least eighteen (18) years of age.
- Our failure to exercise or endorse any right or provision of this Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.
- Your consent to this Agreement is valid for as long as you remain a subscriber to the Services. You have the right to withdraw from the Services at any time. To withdraw from the Services you must contact us at 262-670-3878.
- You assume responsibility for keeping your contact information up to date. If you change any of this information, you must update it on the online platform or contact us at 262-670-3878. It is your responsibility to provide us with an accurate and complete e-mail address.

- We will keep you informed of any hardware or software changes that may affect how we store or use your personal information. In addition, we will notify you, via e-mail, of any changes that affect our privacy policy or security policies. You have the right to terminate the Services at any time if you do not agree with any stated policies or procedures.

ONLINE BANKING TERMS AND CONDITIONS

1. **Services.** This Agreement applies to your use of our Services, which enable you to access your accounts with us via the Internet and/or a mobile device. This Agreement applies to all persons that are parties to the accounts. Any reference to “accounts” refers to eligible accounts you maintain with us, as described below in Section 2.

This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, the Terms and Conditions of Your Account and the Schedule of Service Charges. In the event of a conflict between the terms of other agreements and this Agreement, the terms of this Agreement shall govern and prevail.

New Services may be introduced from time to time. We will notify you of the existence of these new Services. By using these Services when they become available, you agree to be bound by all applicable rules provided to you from time to time.

2. **Eligible Accounts.** To use the Services, you must have an eligible account. Eligible accounts for online banking include our checking accounts, savings accounts, money market accounts, CDs and IRAs, as well as consumer and business loans. Eligible accounts for bill payment include our checking accounts only. Eligible accounts are not limited to consumer accounts. If your account is a joint account, we may act on the instructions of any account owner. An eligible account can include an account held by a small business you own, even if the business has its own Federal Employer Identification Number. You should ask us whether your business is eligible, or if it needs to establish its own online banking account using our Business Online Banking Service. Any use of the Business Online Banking Service will be governed by the terms and conditions of our Base Agreement for Business Online Banking Treasury Management Products and Services.

3. **Security Procedures.** To help protect you from security threats, we utilize the approach described in our Security Schedule, as amended from time to time. By entering into this Agreement, you acknowledge and agree to all terms and conditions of the Security Schedule. Moreover, you hereby agree that the procedures outlined in our Security Schedule are commercially reasonable.

4. **Business Days.** The Services are accessible 24 hours a day, seven (7) days a week, except during special maintenance periods. For purposes of transactions, our business days are Monday through Friday, except Federal holidays. Except as otherwise agreed, all Service transaction requests received after 6:00pm Central Time (“CT”) on business days, and all transactions which are requested on Saturdays, Sundays or holidays on which we choose to remain closed, will be processed on the next business day. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the next business day.

5. **Functions and Service Terms.** We may offer the following Services and/or functions, from time to time:

- **Bill Payment.** Using this Service, you can set up bill payment from accounts you hold with us. This Service is governed by the Terms and Conditions of the Bill Payment Service. Payment options may include recurring payments of a fixed amount paid on a regular time interval, single payments that vary in amount and/or date, and automatic payments triggered by the receipt of an electronic bill.
 - **Contact Us.** You may communicate with us by using your personal computer or mobile device to send and receive written messages electronically. Please refer to the "Contact Us" option to send us your comments, questions or concerns.
 - **Inquire.** You may use the Service to check the current balance and other account information on deposit accounts and loan accounts. The balances are updated each business day and the system will display the most current "as of" date on the accounts summary page. There may be situations that cause a delay in an update of your balances. The Service will maintain eighteen (18) months' worth of statements.
 - **Mobile Banking.** Subject to certain requirements, you may engage in online banking through your mobile device ("Mobile Banking"). The terms and conditions for Mobile Banking may be found in the Terms and Conditions for Mobile Banking which may be found [here](#).
 - **Transfers Funds.** You may use the Service to transfer funds from your checking accounts or savings accounts to other eligible checking accounts or savings accounts, so long as all accounts are maintained with us. You may transfer from your checking or savings account to make loan payments. Your ability to engage in this Service is governed by this Agreement and the Terms and Conditions of Your Account Transfer Service, provided to you at account opening. Note: This Agreement imposes no restrictions on the number of transactions from your accounts or the amounts which may be transferred, but certain limits and restrictions on the frequency of transfers may be applicable with respect to the particular types of accounts subject to this Agreement, particularly statement savings and money market deposit accounts.
6. **Overdrafts.** When you schedule a funds transfer using the Services, 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. If the account is maintained in connection with an overdraft credit plan, checking line of credit or deficit transfer, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.
7. **Limitations on Transfers.** You may use the Service to check the balance of your accounts and to transfer funds among your accounts. You must have available funds or available credit in any account from which you instruct us to make a payment or transfer. According to Federal regulations, you may not make more than six (6) pre-authorized transfers or bill payments (not including loan payments) from a savings or money market account during a given monthly statement period.

8. Your Liability and Indemnity. You warrant that you will perform your obligations under this Agreement consistent with all applicable rules and regulations and that all information that you provide us is accurate, timely, and has been authorized by you, and in the event that you breach any of the foregoing warranties, you agree to indemnify us against any loss, liability, or expense. You agree to indemnify and hold us harmless for any and all acts of any persons who you grant access to or who gain access to your Service account. You consent, by execution of this Agreement, to disclosure of your customer information to those that gain access to your accounts. You understand that you use these Services at your own risk. You are responsible for the installation, maintenance, and operation of your computer, mobile device, and browser software. The risk of error, failure, or nonperformance is your risk and includes the risk that you do not operate the computer software properly. We make no warranty to you regarding the computer software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any errors or failures from any malfunction of your computer or the software. We are not responsible for any electronic virus or viruses that you may encounter. We have no liability to you for any direct or consequential damage or loss which you may suffer or incur by reason of your use of the Services, your computer or your mobile device. We encourage you to routinely scan your computer and any removable drives and diskettes using a reliable anti-virus product to detect or remove any viruses. Undetected or un-repaired viruses may destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. We also encourage our customers to purchase and employ a reliable firewall on your computer that will protect your computer from intrusion while you are connected to the Internet. You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system you may employ.

You agree that our officers, directors, employees, agents or contractors are not liable for any direct, indirect, incidental, special or consequential damages under or by reason of any Service or products provided under this Agreement or by reason of your use of or access to the system, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall our liability or our affiliates' liability exceed the amounts paid by you for the Services provided to you through the system.

9. Periodic Statements. Your Service account activity will appear on your periodic account statement. If there are no transfers in a particular month, statements will be made available to you at least quarterly.

10. Stop Payments of Preauthorized Funds Transfers (EFT).

- You must notify us orally or in writing up to three (3) business days before the scheduled date of the transfer.
- We require written confirmation of an oral stop payment within fourteen (14) days of your oral confirmation. If you fail to provide a written confirmation the oral stop payment will cease to be binding after fourteen (14) days.

11. Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount when you have properly instructed us to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions to our liability. We will not be liable, for example, but without limitation:

- If you have not properly followed the Service instructions.

- If your hardware, software, or Internet service is not installed or functioning properly.
- If through no fault of ours, your account does not contain enough money to execute the transaction.
- If the money in your account is subject to legal process or other encumbrances restricting the transaction.
- If the transaction would exceed the credit limit of your designated overdraft protection account.
- In the case of a technical malfunction known to you at the time you attempt to execute the transaction.
- If circumstances beyond our control (for example, fire, loss of power, or flood) prevent the transfer despite reasonable precautions that we have taken.
- For any computer failure or acts or delays by any carrier, agent or other third party operating between us and you, or any other cause beyond our control.

Notwithstanding anything to the contrary in this Agreement, liability under this Agreement related to unauthorized transactions on consumer accounts will be governed by the Electronic Fund Transfers notice provided to you at account opening. Contact us if you would like to request another copy of the Electronic Fund Transfers notice.

12. Online Banking Guarantee. We are committed to providing you with a secure and dependable environment for accessing your consumer accounts. In addition to other protections provided to you by law, we provide you with this guarantee that you are covered for 100 percent of the funds removed due to unauthorized transfers from your consumer account. In addition to reimbursement of the unauthorized transfer amount, this guarantee covers loss of interest and charges for insufficient funds or overdrafts. This Section does not apply if: (1) you have not notified us promptly following your discovery of an unauthorized transfer or loss of necessary security codes; (2) you fail to review your account statement regularly to report any unauthorized or suspicious activity; and/or (3) you fail to keep your security codes, computer or mobile device securely stored/protected or you otherwise provide your security codes to any third party. An “unauthorized transfer” is a transfer (including any transaction or withdrawal) that does not benefit you and is made by a person who does not have actual, implied, or apparent permission. A transfer by a joint account holder, authorized signer, authorized user or other person with an interest in your account is not an unauthorized transfer. This Section does not apply to any account used for business purposes, even when such an account is linked to a consumer account.

13. Account Information Disclosure: Vendors. We will disclose information to third parties about your account or the transfers 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 processes; to comply with subpoenas, summonses, search warrants or requests from government agencies; to other companies affiliated with us; to others with your consent; whenever required by law; and/or to companies that perform marketing services on our behalf

or to other financial institutions with whom we have joint marketing agreements. You understand that support and services relating to the Services may be provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service. You further understand that we may use a third party to provide any or all of the Services.

14. E-mail. If you send us an e-mail message, including a message through the Services, we will be deemed to have received it on the following business day. We will have a reasonable time to act on your e-mail. You should not rely on e-mail if you need to communicate with us immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur).

You agree that we may respond to you by e-mail with regard to any matter related to the Services, including responding to any claim of unauthorized electronic funds transfer. Any such e-mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the Service within that time frame. We will never send you an e-mail to ask for confidential information about your account.

You must notify us about any change in your e-mail address. You may do so by calling us at 262-670-3878 or by contacting us through the Service.

15. Termination. We may cancel your Services at any time in whole or in part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Services. We may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate the Services, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. We may close your Service account if you do not sign on to the Services during any consecutive 365 day period. If your account is closed, you must re-enroll before you will be able to schedule any transaction through the Services.

Any one person who can use the account accessible through the Services may terminate the Services. Termination shall not affect the rights and obligations of the parties for transactions made with the Services before we have had a reasonable time to respond to your termination request.

You may cancel your Services by calling us at 262-670-3878, writing us at Forte Bank, P.O. Box 270106, Harford, WI 53027, or by sending a message through the Service. Since Service cancellation requests can take up to ten (10) days to process, you should cancel all transfer orders in addition to notifying us of your desire to terminate the Services. We will not be liable for transfers not cancelled or transfers made due to the lack of proper notification by you of Service termination or discontinuance for any reason. If you fail to stop scheduled transfers before your Services have been terminated, transfers will continue to process until you request to have them stopped.

16. Amendment. We may amend or supplement this Agreement from time to time by providing notice to you. Notice shall be effective when sent or as otherwise required by law.

17. Fees. We will not charge any fee for using the Services. You will be charged the regular transaction fees that may be in effect for your accounts. These fees may be amended by us from time to time. You may be charged for certain products which are accessed through Service. In addition, you may be charged if you exceed the number of allowed transactions for

your deposit account. Please see our Schedule of Service Charges for further information.

18. Website Ownership. The content on our website is copyrighted or licensed by us. The unauthorized use, reproduction, linking or any other forms of distribution of any portion of our website is strictly prohibited. We grant you, for your banking purposes only, a nonexclusive, limited and revocable right to access and use our Services. You agree not to use our Services for any other purposes, including commercial purposes, without our prior written consent. We make no representation or warranty that our website or the Services are available in countries other than the United States.

19. Privacy Statement. We understand how important privacy is to our customers. We have taken steps to insure your security and privacy for your personal and financial dealings with us. Our privacy policy, as amended from time to time, will apply to this service.

20. Your Usage and Responsibilities. You warrant and covenant that you will use our Services for consumer, personal, or household purposes, unless otherwise agreed upon by you and us. You acknowledge that changes in technology, software, our policies and procedures, or other developments may require modifications of (or new or additional) your hardware which you will be solely responsible for upgrading, at your sole cost and expense, if you desire to make continued use of our Services.

21. No Signature Requirements. When any payment or other online service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

22. Disclaimer of Warranty. We make no warranties or representations with respect to our Service, expressed or implied, including but not limited to implied warranties or fitness for a particular purpose.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

24. Assignment. This Agreement may not be assigned to any other party by you. We may assign or delegate, in whole or in part, to any third party.