

# First Citizens State Bank - Internet Banking Agreement

Please carefully read this Internet Banking Agreement for the use of Online Banking and Related Services provided by First Citizens State Bank (FCSB).

By continuing and utilizing internet banking, you agree to the terms and conditions of this Agreement including your consent to future amendments of the Agreement.

The terms and conditions of the deposit agreements and disclosures for each of your FCSB accounts as well as your other agreements with FCSB, such as loans, continue to apply.

## **Please read this Agreement and keep a copy for your records.**

### **Account Requirements**

To subscribe to FCSB's Online Banking, you must maintain at least one account with FCSB.

FCSB's internet banking will allow you to access more than one account, to view account balances and transaction information, transfer funds among designated accounts, and pay bills from designated accounts.

FCSB reserves the right to refuse to open an account or deny customers the ability to access Online Banking, to limit access or transactions or to revoke a customer's access to Online Banking, including the Bill Payment Service, without advance notice to the customer.

### **PIN and Security Procedures**

You will need to have an Access ID and a Password. Your Access ID is your primary account number. The Password is a confidential personal identification number. Your initial Password will be assigned by our New Accounts Department. Upon entering the site for the first time, you will be required to choose a new Password.

Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, or names of children and should be memorized rather than written down.

You agree not to give your Access ID and Password or otherwise provide access to your account with Online Banking to any unauthorized person. You also agree that you will be solely responsible, and FCSB will not be liable, for any transaction ordered by any person to whom you have granted access regardless of the purpose for which you granted the access, or for any information about your account revealed in reliance upon your Password.

If you believe that someone may attempt to use the Online Banking without your consent or has transferred money from your account without your permission, you must notify us at once by calling us at 262-473-2112 or 800-236-8766 during normal business hours. Failure to give us prompt notice may limit your rights to recover any unauthorized payment.

If you do not use your Online Banking account for a period of 180 days, your Online Banking access may automatically become inactive and you will need to contact FCSB to re-activate your Online Banking access.

### **Daily Processing Deadlines**

Account information displayed through the FCSB website is the current information at the time the transaction takes place. Transfers between accounts initiated on your computer using Online Banking, and received by FCSB by 5:00 PM (Central Time) Monday through Thursday, by 6:00 PM (Central Time) on Friday (excluding legal holidays) will be effective on the current business day. Transfers processed on your computer using the FCSB website, and received after 5:00 PM (Central Time) Monday through Thursday, or after 6:00 PM (Central Time) Friday, all day Saturday, Sunday, and banking Holidays will be effective the following business day.

### **Limitations on Transfers and Payments**

Payments and transfers will not be completed for you if there are not sufficient funds in your account to cover the payment or transfer. It is your responsibility to keep sufficient funds in your account to cover these transactions. No transfers are permitted from a retirement account or certificate of deposit. Balances shown in your account may include funds or deposits accepted subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, or service charges.

# First Citizens State Bank - Internet Banking Agreement

## **Bill Payment Services**

Separate disclosures will be provided, and must be accepted by you, before you will be permitted access to this service.

## **Mobile Phone Use**

First Citizens' Internet Banking allows you to access your account information with your mobile phone. You can set up and maintain your mobile phone number, carrier, and PIN number via your PC. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices or call 262-473-2112 for assistance. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you share your phone with someone else they may be able to access your account information.

## **Electronic Funds Transfer Act**

**1. Coverage.** You have requested that we permit you to access an electronic funds transfer system to make certain electronic funds transfers described in paragraph 10(b) and (if applicable) that we issue to you an automated teller card or debit card ("Card"). By requesting, receiving, signing, using, authorizing another to use or otherwise accepting the Card (including any replacement or substitute Card), an electronic funds transfer or the electronic funds transfer system, you and any authorized users, agree to be bound by this Agreement. The electronic funds transfer system and any Card (if issued to you) are collectively referred to in this Agreement as the "EFT System." References in this Agreement to use of your Card also include use of the Card number without use of the plastic. This Agreement applies to all persons that are party to the accounts that are accessed through the EFT System. Every person who owns or is authorized to use the accounts is responsible for the use of the EFT System. In this Agreement, the terms "you" and "your" refer to each party to the account and to each authorized user, and the terms "us," "we," and "our" refer to the Bank. Transactions and accounts governed by this Agreement are also subject to applicable federal and Wisconsin laws and regulations and any other rules or agreements governing or referring to the transactions or accounts, including but not limited to account agreements, debit card rules, funds availability rules, depository agreements and the Operating Rules of the National Automated Clearing House Association. Except as may be specifically indicated in this Agreement, in cases of inconsistency or conflict between the other rules or agreements and this Agreement, this Agreement shall control. You authorize us to charge your account(s) for all authorized transactions resulting from the use of the EFT System or resulting from any other authorized transfers and you assume all responsibility and liability for all such transactions. All deposits, payments and transfers made through the use of the EFT System or by any other authorized transfer are subject to proof and verification by us. Deposits made after our cutoff time will be credited the following business day.

**2. Authorized Use of Card and PIN.** We will issue one or more codes or personal identification number(s) (all called "PINs") to you for use in connection with the EFT System. You agree not to disclose the PINs to anyone other than authorized users of the EFT System. If anyone uses your Card or your PINs with your permission, you will be responsible for any charges made to the account. You agree to safely keep the Card and PINs, not to record the PINs on a Card or otherwise disclose or make it available to anyone other than an authorized user, and to use the Card and PIN only at terminals that accept the Card and as instructed. Never enter the PIN in any terminal that does not look genuine, has a suspicious device attached, or is operating in a suspicious manner.

### **3. Liability Disclosure.**

(a) Tell us AT ONCE if you believe your Card or your PINs have been lost or stolen or if you believe there have been unauthorized transfers to or from your account or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit.) Subject to limitations in paragraph 3(b), below, if you tell us within two business days after you learn of the loss or theft of your Card or your PINs, you can lose no more than \$50.00 if someone used your Card or your PINs without your permission. But, if you do NOT tell us within two business days after you learn of the loss or theft of your Card or your PINs and we can prove we could have stopped someone from using your Card or your PINs without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had 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) Additional Limit on Liability for Visa® Check Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Check Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus Networks, or to transactions using your Personal Identification Number which are not processed by Visa®. Visa is a registered trademark of Visa International Service Association.

## First Citizens State Bank - Internet Banking Agreement

(c) Your liability for unauthorized transactions made using your Card is further limited, and any applicable conditions to these limitations on your liability for unauthorized transactions using your Card are, as follows:

If a loss is reported on a PIN transaction within 60 days after the statement was mailed.

**4. Address and Telephone Number.** If you believe your Card or PINs have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (262) 473-2112 (or 1-800-472-3272 for lost or stolen VISA Check Cards only) or write to First Citizens State Bank, 207 W. Main St., P.O. Box 177, Whitewater, WI 53190. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**5. Business Day Disclosure.** For purposes of these disclosures, our business days are Monday through Friday.

The following holidays are not included as business days: Federal Holidays.

**6. Goods and Services Purchased.** If a merchant accepts the Card in payment of goods or services, and you receive credit from the merchant for goods returned or adjustments, your account will be credited. We will not make cash refunds to you on purchases made with the Card. Unless your use of the Card results in a loan from us to you, you must raise any claim or defense with respect to goods or services purchased with your Card directly with the merchant who honored the Card.

**7. Chargebacks.** As to any transaction which (a) involves a sale of goods or services which is paid for directly through a terminal; (b) involves a transfer of \$50 or more from a deposit account; and (c) does not involve a check or draft, we shall, upon receipt within three business days of the transmission of written or oral notice from you, reverse the transaction and re-credit your account.

**8. Terminal Malfunctions.** Terminals and these services are available for your convenience and we are not liable for the unavailability or failure to operate of all or any part of a terminal. You release us from liability for personal injury or property damage incurred by you in connection with use of the Card or any terminal and consequential damages incurred in connection with the use of a Card or terminal.

**9. Termination.** We may terminate your privilege of using the EFT System and we and/or VISA and/or MasterCard as applicable may withhold approval of any transaction at any time. The privilege of using the Card and your PINs by any of you may be terminated by any one person who can use the accounts accessible with the Card or PINs. The Card is our property and shall be surrendered by you to us upon request and regardless of who terminates the Card privileges. Termination shall not affect the rights and obligations of the parties for transactions made with the EFT System before the privileges are terminated.

**10. Account Access.** You may make the following types of electronic funds transfers:

(a) You may use your Card (or in some cases the Card number) and its PIN, when required, to accomplish the following transactions (some of these services may not be available at all terminals.):

- Withdrawal of cash from checking account.
- Withdrawal of cash from savings account.
- Deposit to checking account.
- Deposit to savings account.
- Transfer of funds from checking account to savings or checking account.
- Transfer of funds from savings account to checking or savings account.
- Payment to Bank.
- To purchase goods or to pay for services in person, by phone or by any online means from checking account (not available on ATM Cash cards).

(b) You may make the following types of electronic funds transfers (other than by using your Card): You may preauthorize a one-time and/or recurring debit(s) from and/or credit(s) to your account(s). You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to (i) pay for purchases and (ii) pay bills.

**11. Limitations on Transfers.** Your account is subject to the following limitations, which may restrict your ability to make electronic funds transfers.

- Foreign transactions may be blocked based upon country and/or transaction type.
  - Withdrawal can be made only from collected funds.
- The following specific limitations apply to the frequency and dollar amount of other types of transfers that you may make using your Card: A daily cash withdrawal limit of \$505.
- The following specific limitations apply to other types of electronic fund transfers that you may make: A daily Merchant Point of Sale limit of \$2,500.

For security reasons, there may be other limits on transfers you may make.

**12. Notice Regarding Illegal Transactions.** You agree that you will not use your Card for any illegal gambling or any other illegal transaction. We reserve the right to block the use of your Card for a gambling transaction.

## First Citizens State Bank - Internet Banking Agreement

**13. Overdrafts/Credit Account.** Each withdrawal or transfer from an account is an order to us to pay from that account at that time, which we may charge against the account even though the charge creates an overdraft. The time required to charge or credit your account after you use your Card will depend on the location of the terminal and the type of transaction, however we reserve the right to charge your account immediately upon your request for the funds transfer. If you overdraw your account you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement. If any account is a credit account, such as a Visa card or MasterCard card account, you should refer to the agreement provided in connection with that account for your rights and responsibilities relating to transactions affecting that account in which the Card is used.

**14. Charge for Transfers.** We will charge you for electronic fund transfers the fees, if any, identified in our current fee schedule accompanying this Agreement, as may be amended from time to time. When you use a terminal not owned by us, you may be charged a fee by the terminal/network operator and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. You will be notified of any such fee when you use the terminal. You may also authorize a payee to electronically debit from your account a fee because a check you presented to the payee was returned for insufficient funds.

**15. Terminal Transfers.** Unless you are transferring \$15 or less to or from your account using an electronic terminal that accepts your Card, you can get a receipt at the time you make any transfer to or from your account using an electronic terminal that accepts your Card.

**16. Periodic Statements.** Unless the only type of electronic transfer that you receive is a preauthorized deposit to your savings account, you will get a monthly account statement. If there are no transfers in a particular month, you will get a statement at least quarterly.

**17. Passbook Account Where the Electronic Fund Transfers are Preauthorized Credits or Debits.** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

**18. Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (262) 473-2112 to find out whether or not the deposit has been made.

**19. Preauthorized Withdrawals.**

(a) Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at (262) 473-2112 or write us at First Citizens State Bank, 207 W. Main St., P.O. Box 177, Whitewater, WI 53190, in time for us to receive your request, 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop payment order you give us, the charge for stopping payment is identified in our current fee schedule and may be amended from time to time.

(b) Notice of Varying Amounts. If these regular payments may vary in amount the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

(c) Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**20. 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 according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- if through no fault of ours, your account does not contain enough money to make the transfer.
- if the money in your account is subject to legal process or other encumbrances restricting the transfer.
- if the transfer would go over the credit limit on your overdraft credit plan, if any.
- if the terminal where you are making the transfer does not have enough cash.
- if the terminal or transfer system was not working properly and you knew about the breakdown when you started the transfer.
- if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- if incomplete or inaccurate information is forwarded by the U.S. Treasury or through an automated clearing house.
- as otherwise indicated in the Agreement.

**21. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make: (a) to third parties where it is necessary for completing or tracing transfers or resolving errors or claims; or (b)

## First Citizens State Bank - Internet Banking Agreement

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 other companies affiliated with us, unless you have opted out of such disclosure in accordance with our Deposit Account Rules or privacy policy we provide to you; (g) to others with your consent; or (h) otherwise in accordance with our privacy policy we provide to you.

**22. Foreign Currency Conversion and International Fees.** If you use your Card or account for a transaction in a foreign country, the transaction amount will be converted to U.S. currency. Depending on whether you use a VISA or MasterCard debit card, VISA or MasterCard may do the conversion. If the transaction is processed by VISA, VISA will use a currency conversion rate it selects from the range of rates available in wholesale currency markets for the day prior to the central processing date of the transaction or the government-mandated rate in effect for the day prior to the central processing date. If the transaction is converted by MasterCard, MasterCard will use either a government-mandated exchange rate or a wholesale exchange rate. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. The rate used to convert a particular transaction may differ from the rate VISA or MasterCard itself receives and may differ from the rate applicable on the date the transaction occurred or was posted to your account. In addition, a currency conversion assessment equal to a percentage of the transaction amount debited to your account may be charged and you agree to pay such currency conversion assessment, if any. You agree to pay charges and accept credits for the converted transaction in accordance with these terms and the then current applicable VISA rules. Charges that are based on a percentage of the amount of the transaction will be calculated on the transaction amount in U.S. Currency. If a transaction is made in a foreign country or with a merchant in a foreign country, you may be charged a fee equal to a percentage of the transaction amount debited to your account in United States dollars, and you agree to pay this international transaction fee, if any.

**23. Amendment.** We may amend this Agreement upon giving you such notice as may be required by law, effective upon the date indicated in the notice.

**24. Additional Provisions.** When your Debit Card and its PIN are used together in a transaction, the transaction will be a PIN Debit Network Transaction. We have also authorized use of the Debit Card without using a PIN. Based upon the merchant processing, when the Debit Card is used without a PIN, the transaction may be a PIN Debit Network Transaction or it may be a VISA Signature Transaction. This does not apply to the ATM Cash Card.

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (262) 473-2112 or write to us at:  
First Citizens State Bank  
207 W. Main St., P.O. Box 177  
Whitewater, WI 53190

Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, 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 that we used in our investigation.

# First Citizens State Bank - Internet Banking Agreement

## **First Citizens State Bank Alerts Terms and Conditions**

**Alerts.** Your enrollment in **First Citizens State Bank** Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your **First Citizens State Bank** account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. **First Citizens State Bank** reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your First Citizens State Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 41952 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in **First Citizens State Bank** Online Banking. For help with SMS text alerts, text "HELP" to 41952. In case of questions please contact customer service at 262-473-2112. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** **First Citizens State Bank** provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **First Citizens State Bank's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **First Citizens State Bank**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Version 20240910

**First Citizens State Bank**  
**Account to Account Transfer Terms of Service**  
**TERMS OF SERVICE**  
Last updated June 1, 2022

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and First Citizens State Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

## First Citizens State Bank - Internet Banking Agreement

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

- a. "Small Business Transfers Service" means functionality, to the extent made available by us, that enables a Business to transfer funds between Account(s) that the Business maintains with us on the one hand, and Account(s) that the Business maintains with other financial institutions, on the other hand. Businesses accessing the Account to Account Transfer Service shall be classified as Small Business Transfers Service users. The Small Business Transfers Service is included in the definition of "Account to Account Transfer Service".
- b. "Instant Transfers" means functionality, to the extent made available by us, that uses Payment Networks designed to transfer funds on the same day or sooner between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. Instant Transfers are only available for financial institutions and applicable Accounts that enabled to send and receive such Instant Transfers. Not all financial institutions and/or Accounts are available to participate in Instant Transfers. Instant Transfers are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution, Payment Network availability, or other factors. Instant Transfers are included in the definition of "Service".

### 3. Definitions.

- a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable. For the Small Business Transfers Service, Accounts include business checking, money market or savings accounts.
- b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. "Affiliates" are companies related by common ownership or control.
- d. "Business" means any person or entity other than a Consumer with an Eligible Transaction Account that utilizes the Account to Account Transfer Service.
- e. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- f. "Consumer" means a person (not a business or other entity) with an Eligible Transaction Account primarily for personal, family or household purposes.
- g. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- h. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- i. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- j. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- k. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

### 5. Authorization and Processing.

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the

## First Citizens State Bank - Internet Banking Agreement

other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- b. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Options (2) and (3) above are not available for Instant Transfers. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e., email, push notification).
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 10 (Refused Transfers) below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- e. Instant Transfers. The Instant Transfers feature allows for transfers to and from External Accounts that are enabled through a Payment Network designed to deliver transfers on the same day and potentially within minutes, although actual speed will vary, as described below. Instant Transfers are not instantaneous. Delivery speed may vary based upon the fraud, risk and other funds availability policy of the applicable External Account financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you.



## First Citizens State Bank - Internet Banking Agreement

**7. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). Instant Transfers may not be cancelled as the Transfer Instructions will be processed immediately.

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. Additional fees may apply for Instant Transfers and Businesses enrolled in the Small Business Transfers Service. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient funds in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**10. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**11. Returned or Failed Transfers.** In using the Account to Account Transfer Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: 207 W. Main St. Whitewater, WI 53190. We may also be reached at (262) 473-2112 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**13. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

**14. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that

## First Citizens State Bank - Internet Banking Agreement

number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**15. Receipts and Transaction History.** You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

**16. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

**17. Eligibility.** The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

## First Citizens State Bank - Internet Banking Agreement

**19. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

### **20. Your Liability for Unauthorized Transfers.**

- a. **Consumer Accounts.** This paragraph applies only to Eligible Transaction Accounts used for personal, family and household purposes, and shall not apply to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.
- b. **Business Accounts.** This paragraph applies only to the Small Business Transfers Service. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Small Business Transfers Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. Tell us AT ONCE if you believe your user identification, password, or other means of accessing the Small Business Transfers Service have been stolen or used without your permission. You could lose all of the money in your Eligible Transaction Account, plus any credit available in any available overdraft protection plan. Also, if the periodic statement for your Eligible Transaction Account shows payments or other Small Business Transfers Service transactions that you did not make, tell us at once. YOU ARE RESPONSIBLE FOR ALL PAYMENTS INITIATED USING YOUR USER IDENTIFICATION, PASSWORD, AND OTHER MEANS OF ACCESSING THE SMALL BUSINESS TRANSFERS SERVICE, REGARDLESS OF WHETHER YOU AUTHORIZED THEM OR IF THEY EXCEED THE LIMITS THAT YOU IMPOSED ON YOUR AUTHORIZED USER(S).

**21. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be

## First Citizens State Bank - Internet Banking Agreement

completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar

## First Citizens State Bank - Internet Banking Agreement

fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

### **26. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
  1. Tell us your name;
  2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the

## First Citizens State Bank - Internet Banking Agreement

content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you “click” on a banner advertisement or a search result, your “click” may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not “frame” material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service’s more recent revisions, updates, upgrades or enhancements.

**31. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

**32. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

**35. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services (“JAMS”), the American Arbitration Association (“AAA”), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall

## First Citizens State Bank - Internet Banking Agreement

be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. UNLESS EXPRESSLY STATED OTHERWISE, ALL OTHER TERMS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

**37. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

**38. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**39. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**40. Exclusions of Warranties.** THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT

## First Citizens State Bank - Internet Banking Agreement

TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32-42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.