



## **Business Online Banking Terms and Conditions**

Last amended 04/10/2020

By choosing Accept when enrolling in Bank First's electronic banking services, you (the account holder) agree to the terms and conditions below, hereinafter referred to as "Agreement". Bank First's electronic banking services include online banking, mobile banking and telephone banking, hereinafter referred to as "Services". Each time you use our Services, you are confirming your agreement to and understanding of the terms and conditions of this Agreement. Please read this agreement carefully and keep it for future reference.

This Agreement is in addition to all other agreements we may have with you, including your signature cards and account agreements for your deposit account(s), and/or loan agreement(s) and/or Master Treasury Management Agreement.

### **CONFIDENTIALITY OF PERSONAL IDENTIFICATION NUMBER ("PIN") AND PASSWORD**

All Services must be initiated by use of a PIN or Password, hereinafter referred to as "Password". You may change your Password from time to time, as provided in the Services. It is recommended that you do not use your social security number, birthday, or other codes that may be easy for others to determine as your Password. No bank employee will ever ask for your Password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. If you authorize another person to use your Password, that person can use the Services to view any information or initiate any transaction on any of the accounts to which you have access, including viewing information or initiating transactions on accounts to which that person would not otherwise have access. As such, sharing your Password is strongly discouraged by the Bank, and is done at your own risk. If a third party should gain access to your Password, you alone are responsible for changing the Password so as to deny the third party's access to your banking information. Bank First will not be liable for any damages or loss arising from or related to wrongful access by a third party.

YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE DEEMED THE SAME AS YOUR WRITTEN SIGNATURE, AUTHORIZING BANK FIRST TO COMPLETE ANY TRANSACTION COMMUNICATED THROUGH OUR SERVICES.

Never leave your computer or phone unattended while using the Services. Always exit and "log out" after viewing your accounts. Failure to do so may result in unauthorized third party access to your accounts without the use of your Password.

Bank First disclaims any liability for the display or accuracy of your account data by any account aggregation service provided by a third party.

By using the Service, you acknowledge and agree that the security procedures set forth in this Agreement are commercially reasonable.

## **CREATING AND MANAGING USERS**

You may add additional users for your accounts. For each user you will need to designate the activity level, and any limitations. By assigning each user an activity level you will be responsible for any and all access that user has. It is your responsibility to keep your records and authorizations up to date so that unauthorized personnel are not allowed to conduct business on your behalf.

It is your responsibility to educate each user on the proper PASSWORD/PIN security.

## **AUTHORIZATION**

All transactions conducted by any person having access to your Business Online Banking account will provide full authority for the bank to do as directed by that user and will be equivalent to having a signed authorization. The bank will have no liability to you for any unauthorized transaction conducted using your Business Online Banking account(s) that occurs before you have given us notice of possible unauthorized use and we have had a reasonable opportunity to act on such notice.

We may suspend or cancel any Password without receiving such notice from you, if we have reason to believe that your account is being used in an unauthorized or fraudulent manner.

## **MINIMUM SYSTEM REQUIREMENTS**

To be able to use the Services, all personal hardware, software and internet connectivity will need to adhere to the minimum requirements for the Services. You are and will remain solely responsible for the purchase, installation, operation and maintenance of the hardware, software, internet services and for all related costs. You are solely responsible for security of the hardware and software. It is highly recommended and generally good practice to install and run software to actively protect from computer viruses and other related malware.

## **SECURITY**

The encryption system used by online banking is a Secure Socket Layer system that supports 128-bit TLS 1.2 encryption. In order to use online banking you must have the hardware and/or software to support 128-bit TLS 1.2 encryption.

## **INTENDED USAGE**

Use of this system is restricted to authorized users. You agree to use the Services solely for the purpose intended. If any possible suspicious or criminal activity is detected, system records may be provided to the necessary law enforcement officials.

## **FREQUENCY OF TRANSFERS**

You can make an unlimited number of transfers each day from your checking account. Federal regulations limits the number and type of withdrawals from a money market and savings account to six per calendar month. Types of transactions that are limited include automatic transfer (overdraft coverage), telephone transfers, computer transfers (online banking), checks, online bill payment, person to person payments, debit card (POS), electronic transfer to third party (ACH) or automatic transfer. Unlimited withdrawals and transfers may be made in person, by letter, at an ATM or to make a Bank First loan payment. Withdrawals in excess of these limits may result in an excess transfer fee and/or account closure.

## **FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer as requested, we will be liable for losses or damages. However, there are some exceptions. We will NOT be liable if:

- Through no fault of ours, you do not have enough money in your account to make the transfer; or
- The transfer would go over the credit limit on your overdraft line; or

- The terminal/system was not working properly and you knew about the breakdown when you started the transfer; or
- Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our account agreements and/or loan agreements with you.

### **ACCOUNT ACCESS**

If you fail to log in three (3) consecutive times the system will lock you out for twenty-four (24) hours. Call 920-652-3100 during regular business hours to have your password reset sooner.

The Services of Bank First are available to you for your convenience 24 hours a day, 7 days per week. However, due to system maintenance, some or all the Services may be down. Our scheduled maintenance window is every Sunday morning between midnight and 4:00 a.m. CST.

### **BUSINESS DAYS**

Every day is a business day, except Saturdays, Sundays and federal holidays.

### **FUNDS AVAILABILITY**

Our policy is to make funds, from your deposits, available to you on the first business day after the day we receive your deposit. At that time you can withdraw the funds in cash, or we will use the funds to pay checks that you have written or make payments you have authorized.

If you make a deposit through our Services, except for mobile banking, before 8:00PM CST on a business day, we will consider that to be the day of your deposit. However, if you make a deposit after 8:00PM CST or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Please refer to your Funds Availability Disclosure for more information on this subject.

### **QUESTIONS; LOST OR STOLEN PASSWORD**

In case of errors or questions about your electronic transfers or if you believe that your Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call (920) 652-3100, email [infobox@bankfirstwi.bank](mailto:infobox@bankfirstwi.bank), or write to Electronic Banking, Bank First, 402 N. Eighth Street, PO Box 10, Manitowoc, WI 54221-0010.

Early notification can prevent future losses. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

In all correspondence please:

- Include your name and account number;
- 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;
- Tell us the dollar amount of the suspected error.

If you tell us orally or through email, we may require that you send your complaint or question in writing within 10 business days.

Within 10 business days after we hear from you, we will determine whether an error occurred 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.

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.

#### **ACCOUNT INFORMATION DISCLOSURE**

We will not disclose your information to third parties without your consent unless:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government or court orders; or
- If you give us your written permission.

#### **PERIODIC STATEMENT**

If you use our Services, you will receive a monthly account statement each month you use our Services to initiate a transaction.

#### **WIRE TRANSFERS**

Wire transfers within the United States will be processed on Business days from 8:00AM CST to 3:00PM CST. International wire transfers will be processed on business days from 8:00AM CST to 2:00PM CST. Uncollected funds may not be used for wire transfers. Any wire transfer agreement that you have previously executed will govern this wire transfer service.

#### **STOP PAYMENTS**

A stop payment request must specifically identify the item subject to your request and must be received by us in sufficient time to give us a reasonable opportunity to act on it before we pay such item.

The following information is required in order to place a valid stop payment via Bank First's Business Online Banking for Business service: account number, issue date, check number, amount, and payee. Your stop payment will remain in effect for a period of six (6) months (need to verify this timeframe). If you wish to extend your stop payment order beyond the expiration of your initial request, you must contact us and follow our procedures for renewing stop payment orders.

The fee to process a stop payment is \$25.00 for each stop payment placed. This fee will be deducted from your designated account, unless otherwise directed by you.

It is your responsibility to determine if a stop payment request has been approved. Online stop payments can only be placed on check transactions.

#### **ACH ORIGINATION**

The Automated Clearing House (ACH) serviced offered through the Business Online Banking Service will be governed by the ACH Origination Agreement that you executed. Uncollected funds may not be used for ACH.

**BILL PAYMENT**

You must have established online banking with Bank First and you must have a checking account in order to use Bank First's Bill Payment "Bill Pay" service.

**BILL PAY LIABILITY**

Bank First is not liable for any late payments made through no fault of our own such as:

- Insufficient funds, or non-availability of funds due to legal process or other encumbrances restricting the payment from your account.
- Non-adherence to the terms as set forth in this Agreement.
- Your failure to provide correct and complete information.
- Delays in the handling of the payment by the payee.
- Natural disaster such as a fire, flood, tornado, etc.
- Delays in postal delivery.
- Hardware or software failures.
- Connectivity and/or internet service failures.

Other applicable laws and/or regulations may also exempt us from liability.

**BILL PAY PRIVILEGE**

Bank First is pleased to offer Bill Pay as a convenience and a privilege to our customers. Please note that Bank First reserves the right to limit an account holder's Bill Pay privileges in the event those privileges are misused.

**BILL PAY INACTIVITY**

If you do not use Bill Pay for a period of 90 days, your Bill Pay account will be deactivated. To reinstate Bill Pay, you need to contact your nearest Bank First branch.

**BILL PAY SUPPORT**

For Bill Pay support please call 1-800-877-8021.

**BILL PAY TERMS AND CONDITIONS**

For complete terms and conditions of our Bill Pay product, [click here](#).

**BILL PAY TERMINATION**

Bank First may terminate your Bill Pay service at any time. We have no obligation to give you advance notice of the termination.

You may terminate your Bill Pay service by contacting us. However, Bank First will not be liable for any payments made using the Bill Pay service until the bank has a reasonable opportunity to act on your termination notice.

**eSTATEMENTS and eNOTICES**

By signing up for eStatements and/or eNotices, you acknowledge that any notification and/or disclosures related to your account that can be sent electronically will be and that you will no longer receive those notifications and/or disclosures in paper format.

Bank First will send you notification when your eStatement or eNotice is available for viewing to the email address you provide us. By providing an e-mail address you authorize Bank First to send requested information to the e-mail address and you are responsible for the security of your e-mail account. It is your responsibility to notify Bank First in writing if your e-mail address changes. Bank First will continue to send eStatements and/or eNotices to the e-mail address provided until otherwise notified by an authorized account holder.

**goBANK BUSINESS**

goBank Business “goBank” is mobile banking which allows users to view and conduct transactions on their smart phones 24 hours a day, 7 days a week. Users must have established Services with Bank First in order to activate the goBank service.

**goBANK FEES**

goBank is a FREE service provided by Bank First. There may be other charges from other providers for use of the access device.

**goBANK USER SECURITY**

It is your responsibility as a goBank user to take every precaution to ensure the safety, security and integrity of your accounts. You agree to not leave your access device unattended while logged into goBank and to log off immediately after viewing your accounts. You agree to not provide your access ID or Password to any unauthorized person. If you permit another person to use your access device, access ID, or Password, any transactions conducted are considered authorized by you and we will not be liable for any resulting fees, damages or claims.

If your phone is lost or stolen it is your responsibility to contact your provider immediately to suspend service and protect your accounts.

**goBANK AGREEMENT**

Use of the service constitutes your agreement to the terms and conditions contained herein.

**goBANK Deposit (Mobile Capture)**

Bank First is pleased to offer goBank Deposit as a convenience and privilege to our customers. Please note that Bank First reserves the right to limit an account holder’s goBank Deposit privileges in the event the account or privileges are misused.

***Limits***

For security reasons, there are limits on deposits. Limits vary and are based on a variety of factors including but not limited to the amount of an individual check and the number of days your account has been opened.

***Availability of Funds***

Deposits made prior to 4:30 PM CST on a business day will be considered deposited that day. Deposits made after 4:30 PM CST or on a non-business day (Saturday, Sunday or federal holiday) will be considered deposited the next business day. Funds will be made available 2-3 business days after review of the deposited item. It is your responsibility to ensure your deposit is posted to your account. Bank First will not notify you of the status of your deposit.

***Types of checks allowed***

Personal checks, business checks, U.S. Treasury checks, Traveler’s checks and money orders; any check payable in U.S. Dollars and drawn on banks in the United States.

***Type of checks not allowed***

Foreign items, which include items drawn on foreign banks or payable in funds other than U.S. Dollars, third party checks even if signed over to you, stale dated checks, post-dated checks, non-negotiable items, any item that has been re-deposited or returned, savings bonds, any item previously deposited, and cash.

***Endorsement***

Any checks deposited should be endorsed “For Mobile Deposit Only”

***Retention & Storage***

It is recommended that you safely store the check for 30 days. After 30 days has passed, safely and securely destroy the check.

***Item Destruction***

The recommended way to destroy the checks is by shredding with a cross-shredder.

***Deposit Rejection***

You will not be notified if a deposit is rejected for any reason. Bank First shall not be liable for any fees, or late charges charged to you as a result of the rejection of a deposit via goBank Deposit.

***Availability of Service***

If goBank Deposit is unavailable for any reason, Bank First shall not be liable to you for the inability to process a transaction via goBank Deposit. You acknowledge and understand that you may deposit an original check at any of Bank First's convenient locations during regular office hours.

**ACCOUNT ALERTS**

Your enrollment in the Services includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Bank First 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. Bank First 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 Bank First 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 96924 at any time. 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 Bank First Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at (920) 652-3100. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Alert Limitations. Bank First 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 Bank First's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank First, 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.

**AMENDMENTS**

We may amend this Agreement from time to time. The "last amended" date will be indicated within this Agreement. It is your sole responsibility to review this Agreement and any subsequent amendments to this Agreement prior to logging in.

By clicking "Agree" you acknowledge that you read and agree to the above terms and conditions.