

Bank First

Online Banking for Business Service Agreement and Disclosure Statement

Last amended 11/16/2018

By signing a Master Treasury Management Services Agreement, you (the account holder) agree to the terms and conditions of the Online Banking for Business Service Agreement and Disclosure Statement. Each time you use Bank First's Online Banking for Business service constitutes confirmation by you of your agreement to and the understanding of the terms 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 or account agreements for your Deposit Account(s) and/or Loan Agreement(s).

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.

AUTHORIZATION

All transactions conducted by any person having access to your Online Banking for Business 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 Online Banking for Business 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.

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

All Bank First electronic banking transactions or inquires, hereinafter referred to as "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. It is your responsibility to educate each user on the proper Password security.

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 Online Banking for Business, you acknowledge and agree that this Agreement sets forth security procedures for Online Banking for Business transactions that are commercially reasonable.

INTENDED USAGE

Use of this system is restricted to authorized users. You agree to use Bank First's Online Banking for Business system 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.

CONTACTING THE BANK

For general questions, to request cancellations of payments and transfers or to report unauthorized transactions please contact Bank First at 920-652-3106. Online Banking for Business Customer Service is available from 7:00AM to 5:30PM CST Monday thru Friday, excluding bank holidays.

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.

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 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 checks transactions.

ACH ORIGATION

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.

FEES

Fees vary for services under this agreement. Upon request Bank First will provide you with a fee schedule. These fees are subject to change at any time.

FREQUENCY OF TRANSFERS

You may use your Password to make an unlimited number of transfers each day from your checking account. Federal Regulations limit the number of transfers you may make from a savings account or money market account to a maximum of six (6) transfers, including Business Online Banking transfers, per calendar month.

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 losses or damages. (You must have a confirmation as proof of the transaction.) However, there are some exceptions: We will NOT be liable if (for instance):

1. Through no fault of ours, you do not have enough money in your account to make the transfer; or
2. The transfer would go over the credit limit on your overdraft line; or
3. The terminal/system was not working properly and you knew about the breakdown when you started the transfer; or
4. Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

ACCOUNT ACCESS

If you fail to log on after three (3) consecutive attempts the system will automatically lock you out for security purposes. This will require your System Administrator to contact Bank First at 920-652-3106. Online Banking for Business Customer Service is available from 7:00AM to 5:30PM CST Monday thru Friday, excluding bank holidays.

Online Banking for Business is available 24 hours a day, 7 days per week. However, due to system maintenance, some or all of Bank First's electronic banking systems may be down. We have scheduled every Sunday morning between midnight and 4:00 a.m. CST as our scheduled maintenance window, although we will usually not need to use this window.

BILL PAYMENT

You must have established Online Banking for Business with Bank First and you must have a checking account in order to use Bank First's BillPay service. Use of the bill payment service constitutes agreement to the terms herein:

LIABILITY

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

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

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

BILL PAYMENT PRIVILEGE

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

BILL PAYMENT INACTIVITY

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

BILL PAYMENT SUPPORT

For BillPay support please call 1-800-877-8021.

BILL PAY TERMS AND CONDITIONS

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

TERMINATION

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

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

Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

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. The bank will continue to send eStatements and/or eNotices to the e-mail address provided until otherwise notified by an authorized account holder.

goBANK

goBank is mobile banking which allows users to view and conduct transactions on their smart phones 24/7. Users must have established Online Banking with Bank First in order to activate Bank First's goBank service.

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 go Bank and to log off immediately after viewing your accounts. You agree to not provide your access ID, Password or link to any unauthorized person. If you permit another person to use your access device, access ID, 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 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. Use of the goBank Deposit service constitutes agreement to the terms herein:

DEPOSIT LIMITS

Your deposits are limited to a per day deposit limit approved by your relationship manager. The total per day limit includes all deposits in one day captured either by your remote capture scanner and/or your mobile device.

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.

TYPES OF CHECKS NOT ALLOWED

Foreign items, which included 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 checks are retained for 45 business days in a secure locked place.

ITEM DESTRUCTION

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

DEPOSIT REJECTION

You will not be notified by Bank First 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 convenient locations during regular office hours.

LIABILITY DISCLOSURE

Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

AMENDMENTS

We may amend this agreement from time to time. We will post a new agreement for you to read and acknowledge before you log on to the Online Banking for Business service.

Please keep this agreement for future reference, by either saving it to your hard drive or printing it. If you do not have the ability to save or print this agreement, it is your responsibility to contact us to receive a copy of this agreement. You may contact us at infobox@BankFirstWI.bank or you can also write or call any of our local offices.

AGREEMENT

By clicking "Agree", you are applying for Online Banking for Business. You authorize Bank First to pay bills and post transactions as instructed by you or your designated users. You also authorize a deduction from an account designated by you for payment of any charges as described above for the services used by you or your designated users. All services are subject to the stipulations as set forth in the above Online Banking for Business Service Agreement and Disclosure Statement and any other account rules and or disclosures as set forth for each account. You also agree that use of the Online Banking for Business service indicates your acceptance of the terms and conditions of this agreement.