

## **INTERNET BANKING SERVICE AGREEMENT AND DISCLOSURE STATEMENT**

Your first use of Choice Bank's Internet Banking Service also confirms your acceptance of the terms and conditions of this Agreement. Your use also acknowledges your receipt and understanding of the Agreement. By selecting the "I Accept" choice below, you will subscribe to certain personal computer banking and related services offered by Choice Bank, a Wisconsin banking corporation, as described in this Agreement and Disclosure Statement (this "Agreement") and as otherwise made available by the Bank from time to time (collectively, "Choice Bank Internet Banking Service"). Each reference in this Agreement to the "Bank," "Choice Bank," "we," "us," or "our" refers to Choice Bank, a Wisconsin banking corporation, and each reference to "you" and "your" refers to each depositor or borrower for an account (as defined below) who is now or hereafter enrolled in any one or more of the Choice Bank Internet Banking Services with respect to the account. Each use of Choice Bank Internet Banking Service constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to the Choice Bank Web Site. This Agreement will be effective as of the date of your acceptance of this Agreement. **Please read this Agreement carefully and keep it for future reference.**

Your consent applies only to the electronic delivery of this Agreement and Disclosure Statement and subsequent amendments, if any. You may withdraw your consent to receipt of the Agreement and any amendments, if any. You may withdraw your consent to receipt of the Agreement and Disclosure Statement and future amendments in electronic format at any time. To make a request for paper copy, to withdraw consent to receipt of the Agreement and any amendments electronically, or to update any information that we need to contact you electronically, please:

**Phone us at:**

1-920-230-1300, Business Days 9 a.m. to 5 p.m.

**or Email us at:**

[info@choice.bank](mailto:info@choice.bank)

**or Write us at:**

Choice Bank  
1041 N. Westhaven Drive  
P.O. Box 2762  
Oshkosh, WI 54903

**BROWSER SECURITY.** Choice Bank Internet Banking Service transmits data using SSL (Secure Socket Layer) technology that supports 256-bit key encryption. It is important to verify that a secure connection between your browser and the Internet Banking server has been established before transmitting any confidential account information over the Internet. This can be verified by an indicator on your web browser.

**FIREWALL.** A firewall serves as a security gate between the Internet and our network that inspects data passing through it, and denies or permits passage based on a set of rules. By intercepting the data first, the firewall ensures that only data permitted by our rule set may be passed beyond the public internet to our secure web commerce server, and ultimately to the Internet Banking application.

**SYSTEM AND SOFTWARE REQUIREMENTS.** You are responsible for the purchase, installation, maintenance, upgrades, security of the software, security of the hardware, and Access IDs and Passwords to Choice Bank's Internet Banking Service. You agree to use a reputable antivirus and anti-spyware software program on their computer and update such

antivirus and anti-spyware software on a regular basis. The bank is not responsible for any errors or issues that arise from the malfunction or failure of either the hardware or software.

To print the Internet Banking Service Agreement and Disclosure and/or account information you must have access to a printer. In order for you to access and retain records in connection with Internet Banking and Bill Pay services, you must have a computer with access to the internet that meets the following requirements:

**LINKS.** Links to non-Choice Bank websites contained in this site are offered only as pointers to sources of information on subjects that may be of interest to users of the Choice Bank website, and Choice Bank is not responsible for the content of such sites as we have no control over what is displayed there. Choice Bank does not guarantee the authenticity of documents at such sites, and links to non-Choice Bank sites do not imply any endorsement of or responsibility for the ideas, opinions, information, products, or services offered at such sites. Use of links to any non-Choice Bank site is solely at the user's own risk. If you visit another website, the site may have a privacy policy different than the Bank's policy and such third party websites may provide less security than the security used on the Bank's website.

1. **Hardware Requirements.** To be able to use Choice Bank Internet Banking Service, you must provide your own personal computer (a "PC") with a modem and related equipment (the "Hardware"). You also must provide the type of telephone service and Internet access service required by your Hardware. Once the Hardware has been properly connected to the telephone service, and any required Internet access has been established, you will be able to access the Choice Bank Internet Banking Service through the PC banking service provider (the "Service Provider") that will act as an interface between you and the Bank. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation, and maintenance of the Hardware, the telephone service, and the Internet access service (if applicable) to your PC, and for all related costs. You are solely responsible for scanning the Hardware for computer viruses and other related problems before you use it.
2. **The Accounts.** You agree to use Choice Bank Internet Banking Service solely for the services described in this Agreement and designated by you in the Application or subsequently designated by you as provided in Section 5, and solely in connection with each of your deposit accounts (collectively, the "Deposit Accounts") and each of your loan accounts (collectively, the "Loan Accounts") held by the Bank (collectively, the "Accounts"), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple accounts. You may have access to any account for which you, or all of you if more than one, are depositor or borrower, by notifying the Bank. If you chose to utilize the Bill Pay Service, at least one (1) of the Deposit Accounts must be a checking account with unlimited check-writing privileges and designated as your Primary Deposit Account for assessment of service charges.
3. **PASSWORD; Confidentiality of PASSWORD.** All Choice Bank Internet Banking Service transactions or inquiries must be initiated by use of your Choice Bank Internet Banking Access ID and "PASSWORD." The Access ID and PASSWORD are individually and collectively referred to herein as the PASSWORD. Upon enrollment, you will establish your own PASSWORD. It is recommended you change your PASSWORD from time to time. It is also recommended that you do not use your social security number, birthdays, names, 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. **YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS**

YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH CHOICE BANK INTERNET BANKING SERVICE. You agree that any Choice Bank Internet Banking Service transaction or request initiated by use of the PASSWORD will be subject to and governed by this Agreement.

If you authorize another person to use your PASSWORD, that person can use Choice Bank Internet Banking Service to view any information or initiate any transaction on any of the Accounts to the same extent as you, including viewing information or initiating transactions on Accounts to which that person does not otherwise have access. As such, your sharing of your PASSWORD is strongly discouraged by the Bank, and done at your sole risk and peril. 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; except where liability may be imposed on the Bank by law in favor of individuals with Deposit Accounts established for personal, family or household purposes, given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your Accounts through no fault of the Bank.

You should always Log Off Choice Bank Internet Banking Service after you finish viewing your Accounts. Never leave your computer unattended while accessing Choice Bank Internet Banking Service. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your PASSWORD.

4. **Business Days.** Business days for Choice Bank are Monday through Friday, excluding holidays. You may access the accounts through Choice Bank Internet Banking Service 24 hours a day, seven days a week, except during times when Choice Bank may perform regular maintenance on our systems or equipment, which may result in errors or interrupted service. We may also find it necessary to occasionally change the scope of our services. Choice Bank cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.
5. **Internet Service.** You may use Choice Bank to perform any of the following services designated by you in the Application or subsequently added by you as provided below. Your Account(s) MAY NOT be an account for which TWO, or more, signatures are required for withdrawals or loans.
  - A. To transfer funds between your Choice Bank Deposit Accounts, such as checking, savings or money market deposit accounts;
  - B. To make payments to your Choice Bank Loan Account and transfer funds from the available balance on Choice Bank Lines of Credit;
  - C. To receive and download balance and transaction information for your Choice Bank Accounts;
  - D. To pay bills from your Deposit Account that is a checking account with unlimited check-writing privileges; and
  - E. To receive email from and transmit email to the Bank, all as described in this Agreement. You may sign up for (subject to the Bank's approval) any service by contacting Choice Bank.
6. **Transfers To and From Accounts.**
  - A. **Deposit Accounts.** You may use Choice Bank to initiate fund transfers from one Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, as provided in this Agreement. These types of transactions are referred to in this Agreement as "bank transfers."

- B. **Authorization.** You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through Choice Bank Internet Banking Service using your PASSWORD. You agree that we may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and your Deposit Account Agreement(s) with us.
- C. **Limitations.** Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your Deposit Account Agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us.
- D. **Time of Bank Transfers;** posting; funds availability. If you initiate a bank transfer of available funds, the bank transfer will be posted to the Deposit Account on the same business day; provided, however, that available funds that you transfer from one Account into another Account using Choice Bank Internet Banking Service after 5 p.m. on a Business Day will not be considered received by us until the Bank opens to the public on the next Business Day. This means that such funds will not be available to pay checks that you have written on your Account and that are processed by the Bank after 5 p.m. on a Business Day you make such a transfer until the Bank opens for business on the next Business Day. Inter-bank checks clearing will only look at the available balance in the account as of 5 p.m. on the previous Business Day.

Except as expressly otherwise provided in this Section, transferred funds will be available for transfer and withdrawal as provided in our Funds Availability Policy Disclosure. The schedules provided in this Section are subject to the provisions of Sections 15 and 16.

- 7. **Account Information.** You may use Choice Bank Internet Banking Service to receive, download, and store or print information regarding an Account that is routinely set forth in the statement for the Account, debits and credits made to the Account, amounts and item numbers for items drawn on the Account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Loan Account). All Account information provided via Choice Bank Internet Banking Service will be current (real time) information, but may be subject to further adjustment and correction. Because the information made available to you is "raw data" furnished through the Service Provider and is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim the same. You will still receive your usual periodic statement of account, and adjustments may have been made to your Account in connection with the preparation of your statement. (If there are no transactions in a particular month, you will receive statements at least quarterly.)
- 8. **Bill Payment Service.**
  - A. **Payment Accounts.** If you have enrolled in the optional Bill Payment Service, you may use Choice Bank Internet Banking Service to initiate payments from any Deposit Account that is a checking account with unlimited check-writing privileges (a "Payment Account") to pay obligations owed to certain third parties in the United States (except payments to government entities), any Choice Bank mortgage, installment loan, or line of credit account. These types of transactions are referred to in this Agreement

as "bill payments." You may initiate individual bill payments and may preauthorize recurring bill payments. We may refuse to make payments to certain payees in our sole discretion and to payees that chose not to participate in the service.

- B. **Authorization.** You agree that we may treat any bill payment that was initiated through Choice Bank Internet Banking Service using your PASSWORD the same as your duly executed written payment order or check, all in accordance with the terms of this Agreement, the Terms and Conditions of the Bill Payment Service, and your Deposit Account agreement with us.
9. **Electronic Mail Service.** You may use Choice Bank Internet Banking Service to send electronic mail ("email") to us and to receive email from us. The email service may not be used to make bank transfers between accounts or to make bill payments from an account. Email transmitted by you to us via Choice Bank Internet Banking Service often will not be delivered to us immediately. If you need to contact us immediately to stop payment, to report an unauthorized use of your PASSWORD, to report unauthorized access to an account, or for any other reason, you should call us at 1-920-230-1300. We will not be responsible for acting on or responding to any email request made through Choice Bank Internet Banking Service until we actually receive your email message and have a reasonable opportunity to act. You should check your email regularly; we will attempt to notify you by email in the event of any technical difficulties or other occurrence that may affect your use of Choice Bank Internet Banking Service.
10. **Additional Service.** We may, from time to time; make additional services available through Choice Bank Internet Banking Service. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.
11. **Fees and Charges.** In consideration of our making the Choice Bank Internet Banking Service available to you, you agree to pay, and you authorize us to automatically debit the Primary Deposit Account designed on the Application or, if there are insufficient funds, any other Deposit Account, on the closing date for your monthly account statement.

Access to the Choice Bank website is furnished at no charge to the consumer customer.

For customers utilizing the consumer "Bill Payment Service", all fees related to the service are disclosed in the Schedule of Fees and are subject to change with advance notification. These charges will not be prorated for portions of a month and may be changed pursuant to Section 21 of this Agreement. You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, Internet access service charges, tools, tariffs, and other costs for Internet sessions initiated by you. There may be other costs and charges associated with your accounts. Please refer to the Schedule of Fees for details.

12. **Errors and Adjustments.** We agree to correct any error made in your account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.
13. **Account Reconciliation.** The Deposit Account statements or other notices provided to you by us will notify you of (a) the execution of bank transfers or bill payments and

the debits to the Deposit Account made with respect to such bank transfers and bill payments, and (b) amounts debited by the Bank from the Primary Deposit Account or any other account for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of bank transfers, bill payments, or debits. You agree to promptly examine each statement for a Deposit Account and to promptly report any discrepancies between your records and the Deposit Account statements or any other notices mailed by the Bank to you, as provided in Section 17.

14. **Settlement of Obligations.** To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of the Accounts or (b) deducting the payment from the amount of any bank transfer or bill payment. Such obligations include, without limitation, fees owed to us and settlement for bank transfers or bill payments initiated through Choice Bank Internet Banking Service. At the time any Account is closed (whether by you, by us, or otherwise) or any Choice Bank Internet Banking Service is terminated whether by you, by us, or otherwise), you agree that all such obligations will be immediately due and payable to us, and you authorize us to withhold the amount of any such obligations from any Account. Debiting an account or deducting payment from the amount of any bank transfer or bill payment is not the Bank's exclusive remedy under this or any other section of this Agreement and the Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.
15. **Bank's Liability for Failure to Make Certain Electronic Funds Transfers or Bill Payments.** If we do not complete an electronic funds transfer to or from a Deposit Account, or bill payment from a Deposit Account, in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages, except in the following instances, for which we are not liable:
  - If, through no fault of ours, you do not have enough money in the Deposit Account (or any linked account) to make the transfer or bill payment.
  - If the transfer or bill payment would go over the credit limit on any check overdraft protection line of credit account linked to the Deposit Account.
  - If you have not completely and properly followed the terms of this Agreement or instructions provided by the Choice Bank Internet Banking Service regarding how to make a funds transfer or bill payment.
  - If any data or instruction transmitted via Choice Bank Internet Banking Service is inaccurate or incomplete.
  - If you do not initiate a funds transfer or bill payment according to the time limits set forth in this Agreement and the Internet Payee list, or if the payment amount requested is less than the full amount due.
  - If the funds transfer or bill payment has been transferred from the Deposit Account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution.
  - If the Hardware, the Service Provider, or any part of the Choice Bank Internet Banking system, including the bill payment service, was not working properly and you knew about the breakdown when you started your electronic funds transfer.
  - If circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider (including, without limitation, the Service Provider, the United States Postal Service, or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, or the Service Provider, computer virus or related problem, or cessation of the operation of the Service Provider or the arrangement between the Bank and the Service

Provider, prevent or delay the electronic funds transfer or bill payment, despite reasonable precautions that we have taken.

- If your funds are being held or frozen or are subject to legal proceedings.
- If the funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
- If your PASSWORD has been reported lost or stolen or if we have any other reason to believe that a funds transfer or bill payment may be erroneous or unauthorized.
- If you, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic funds transfer or bill payment.
- If you have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
- If the Deposit Account has been closed.
- If we do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
- There may be other exceptions stated in this or any other applicable agreement that we may have with you.

16. **Limits on Bank's Liability.** Our liability for electronic funds transfer made to or from Deposit Accounts is also governed by Sections 15 and 17. If any provision herein is inconsistent with any provision of Section 15 or Section 17 or any provision of applicable law that cannot be varied or waived by agreement, the provisions of those Sections or applicable law shall control. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Choice Bank Internet Banking Service in accordance with the terms of this Agreement. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic funds transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorneys' fees. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY CHOICE BANK INTERNET BANKING SERVICE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES.

To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the Bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, act of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Provider or another bank or financial institution to execute any bank transfer or bill payment.

In addition, the Bank shall be excused from any failure or delay in executing a bank transfer or bill payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation, or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service provider, any Internet access service provider, any federal reserve bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.

17. **Your Liability for Unauthorized or Erroneous Transfers.** You have the obligation to immediately notify the Bank if your PASSWORD has been lost or stolen, has been obtained by an unauthorized party, or if someone has transferred funds from your Account through Choice Bank Internet Banking Service without your permission (or is contemplating doing so). The following provisions of this Section apply only to your liability for unauthorized electronic funds transfers. An "unauthorized electronic funds transfer" means an electronic funds transfer from a Deposit Account that is initiated by a person without your authority to initiate the electronic funds transfer(s) and from which you receive no benefit. The term does not include any Choice Bank Internet Banking Service electronic funds transfer that is initiated by a person to whom you furnished your PASSWORD, unless you have notified us that electronic funds transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. You could lose all the money in your Deposit Account, some or all of the money in any linked account, or up to your maximum overdraft line of credit if you have a check overdraft protection line of credit, if you fail or refuse to immediately advise the Bank of the unauthorized use of your PASSWORD. If your statement shows electronic funds transfers that you did not make, tell us at once. If you are not an individual, or if your Deposit Account from which the unauthorized transfer occurs was not established for personal, family, or household purposes, you agree to be responsible for all unauthorized or erroneous transactions initiated through Choice Bank Internet Banking Service. However, if you are an individual and there has been an unauthorized electronic funds transfer from your Deposit Account that has been established for personal, family, or household purposes, the following applies to unauthorized electronic funds transfers from such Deposit Account:

If you tell us within two (2) business days after you learn of the theft or loss of your PASSWORD, you can lose no more than \$50.00 for an unauthorized transaction relating to a Deposit Account. If you DO NOT tell us within two (2) business days after you learn of the theft or loss of your PASSWORD, and we can prove that we could have stopped someone from using your PASSWORD, without your permission, you could lose as much as \$500.00.

If you do not tell us of the unauthorized electronic funds transfer on your statement within sixty (60) calendar days after the statement was mailed to you, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, as to said unauthorized transfers if we show that we could have stopped someone from taking the money if you would have told us on time. This sixty (60) day limitation is without regard as to the standard of care exercised by the Bank. If you believe your PASSWORD has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission:

**Phone us at:**

1-920-230-1300, Business Days 9 a.m. to 5 p.m.



**or Email us at:**  
[info@choice.bank](mailto:info@choice.bank)

**or Write us at:**  
Choice Bank  
1041 N. Westhaven Drive  
P.O. Box 2762  
Oshkosh, WI 54903

18. **Rejection of Payment Orders; Overdrafts.** You acknowledge that the Bank or the Service Provider may from time to time, in its sole discretion, reject any bank transfer or bill payment request (any "payment order") or return any bank transfer or bill payment (a) if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen, (b) if the payment order does not conform to the terms of this Agreement, or (c) if the payment order appears to be a duplicate, but neither the Bank nor the Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or the Service Provider to do so. If a payment order is rejected or a bank transfer or bill payment is returned, either the Bank or the Service Provider will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement. The Bank or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or bill payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither the Bank nor the Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer or bill payment. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.
19. **Other Agreements; Severability; Governing Law.** The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Deposit Account(s), the applicable account disclosures, the Schedule of Fees, the Funds Availability Policy Disclosure Availability, the Bank's Electronic Funds Transfer Agreement and Disclosure Statement, the Terms and Conditions of the Bill Payment Service the agreements governing the Loan Accounts, and the Application, all as may be amended from time to time. In the event of any conflict between this Agreement or any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the federal Electronic Funds Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearinghouse association as in effect from time to time with respect to all automated clearinghouse transfers made hereunder. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the state where our offices holding the account(s) is located, without regard to such state's rules regarding conflict of laws.
20. **Amendments.** We may amend this Agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the

amendment shall be effected by mailing or otherwise delivering it to you or posting it in our full-service branch offices at least ten (10) calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

21. **Termination.** You agree that we may suspend, restrict or terminate your use of all or any part of the Choice Bank Internet Banking Service at any time without notice to you. In the event we terminate Choice Bank Internet Banking Service, we will try to notify you, but are not required to do so. You may terminate Choice Bank Internet Banking Service by written request to the Bank at any time. We are not responsible for our actions or failure to act in accordance with any request by you until we have received the request and have had a reasonable opportunity to act. If you cancel the bill payment service, all pending and/or recurring bill payments will be automatically canceled.

If you are not paying a monthly service charge for the Choice Bank Internet Banking Service, we may convert your Internet Banking Account to inactive status if you do not sign on to the Choice Bank Internet Banking Service or have any transaction scheduled through the Choice Bank Internet Banking Service during any consecutive 120 day period. If your Internet Banking Account is considered inactive, you must contact us to have the Choice Bank Internet Banking Service activated before you will be able to schedule any transaction through the Choice Bank Internet Banking Service by:

**Phone us at:**

1-920-230-1300, Business Days 9 a.m. to 5 p.m.

**or Email us at:**

[info@choice.bank](mailto:info@choice.bank)

**or Write us at:**

Choice Bank  
1041 N. Westhaven Drive  
P.O. Box 2762  
Oshkosh, WI 54903

22. **Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.
23. **No Third-Party Beneficiaries.** This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.
24. **Choice of Forum and Jury Trial Waiver.** In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be in the Circuit Court of Winnebago County, Wisconsin. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred including, but not limited to, those incurred incident to any appeal. YOU AND THE BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OR ALL DISPUTES, CONTROVERSIES AND CLAIMS BY,

BETWEEN OR AGAINST EITHER YOU OR THE BANK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.

25. **Ownership of Materials.** The content and information on our site is the property of Choice Bank. It should not be duplicated or copied by any means.
26. **In Case of Errors or Questions about Your Choice Bank Internet Banking Service.** 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 via:

**Phone us at:**

1-920-230-1300, Business Days 9 a.m. to 5 p.m.

**or Email us at:**

[info@choice.bank](mailto:info@choice.bank)

**or Write us at:**

Choice Bank  
1041 N. Westhaven Drive  
P.O. Box 2762  
Oshkosh, WI 54903

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account. We will tell you the results within three (3) 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.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic fund transfer that was initiated in a foreign country, occurred within thirty (30) days after the first deposit to the account was made, or is a point of sale debit card transaction, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.