Community First Bank

Online Banking, Bill Pay, E-statements, Mobile Banking and Mobile Deposit Disclosures and Agreement

By signing an application and enrollment form (the 'Application') to subscribe to certain personal computer banking and related services offered by The Community First Bank, as described in this Service Agreement and Disclosure Statement (this 'Agreement') and as otherwise made available by the Bank from time to time (collectively, 'The Community First Bank online banking service'), or by your initial access to the Community First Bank online banking service, and in consideration of our allowing you access to Community First Bank's online banking service, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the 'Bank', 'Community First Bank', 'we', 'us', or 'our' refers to Community First Bank, and each reference to 'you' and 'your' refers to each depositor, borrower, authorized signer, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of Community First Bank's online banking services with respect to the account. Each time you use Community First Bank's online 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 Community First Bank's Web Site (cfbwi.com). This agreement will be effective as of the date of our acceptance of this Agreement as evidenced by our issuance of a password to you as provided in Section 3. Please read this Agreement carefully and keep it for future reference.

Community First Bank's Internet Banking transmits data Using SSL (Secure Socket Layer) technology that supports 128-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. An indicator on your web browser can verify this. When this indicator does not appear, a session is not secure.

Community First Bank's web server does not connect directly to the Internet. It is buffered from the Internet through the use of a firewall. All access from outside the bank must go through this firewall, which screens the requests and allows only valid http traffic to reach the server. Community First Bank's Internet Banking makes use of an ICSA certified firewall.

Links to non-Community First Bank web sites contained in this site are offered only as pointers to sources of information on subjects that may be of interest to users of Community First Bank web site, and Community First Bank is not responsible for the content of such sites as we have no control over what is displayed there. Community First Bank does not guarantee the authenticity of documents at such sites, and links to Non-Community First 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-Community First Bank site is solely at the user's own risk.

1. Hardware and Software Requirements. To be able to use Community First Bank, you must provide your own computer or electronic device with a web browser and internet connectivity (the 'Hardware'). You also must provide Internet access service required by the Hardware and/or the Software. Once the Hardware has been properly set up and Internet access has been established, you will be able to access Community First Bank online services through the internet 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 Software, and the Internet access service (if applicable) to your

computer or electronic device, and for all related costs. You are solely responsible for scanning the Hardware and the Software for computer viruses and other related problems before you use them.

- 2. The Accounts. Generally. You agree to use Community First Bank online banking 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 deposit account (collectively, the 'Deposit Accounts') and each loan account (collectively, the 'Credit Account') held by the Bank and designated by you in the Application or subsequently designated by you as described below (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 add any account for which you or all of you if more than one, are depositor, borrower, authorized signer, or authorized user by notifying the Bank or by visiting any Bank branch office.
- 3. Password; Confidentiality of Password. Community First Bank online banking transactions or inquiries must be initiated by use of your Community First Bank online banking password. We will assign you a password after we have accepted your Application. The first time you sign on Community First Bank's online banking, you will be required to select a new password. You may change your password from time to time, as provided in the Software. It is 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 COMMUNITY FIRST BANK ONLINE BANKING. You agree that any Community First Bank online 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 Community First Bank online 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. 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 password through no

fault of the Bank.

You should always exit Community First Bank online after you finish viewing your accounts. Never leave your computer unattended while accessing Community First Bank online. 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 the Bank and for Community First Bank online are Monday through Friday, excluding holidays. You may access the accounts through Community First Bank online 24 hours a day, seven days a week, except that Community First 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. Community First 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. Online Services. You may use Community First Bank online to perform any of the following services designated by you in the Application or subsequently added by you as provided below:
 - A. To transfer funds between any Deposit Accounts, such as checking, savings or money market deposit accounts;
 - B. To receive and download balance and transaction information for Community First Bank accounts;
 - C. To pay bills electronically from a Deposit Account that is a checking account with unlimited check-writing privileges; and
 - D. To receive e-mail from and transmit e-mail to the Bank, all as described in this Agreement and the Software. You may sign-up for or cancel any service by contacting Community First Bank. As used in this Agreement, the term 'electronic fund transfer' has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or bill payment (other than a bill payment made by check or other paper item), as these terms are defined below.
 - E. You may use Community First Bank online banking service to debit your line of credit, in an amount not to exceed the available amount (original loan amount less the current balance), with a credit to your related checking, savings or money market deposit account. In addition, you may also use the online banking to credit (loan payment) your loan accounts, in conjuncture with

a deposit account debit. It should be noted you, not the bank is fully liable for any loan debits or credits.

6. Transfers to and from Accounts.

A. You may use Community First Bank to initiate electronic 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. You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through Community First Bank online banking by you or by any other person who is authorized to use 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 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 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 on or before nine thirty (9:30) p.m. Central Time on a business day, the bank transfer will be posted to the Deposit Account on the same business day. If you initiate a bank transfer other than before nine thirty (9:30) p.m. Central Time on a business day, the bank transfer will be posted on the next business day. Transferred funds will be available for withdrawal on the business day following the business day the bank transfer is posted to the Deposit Account. For example, please refer to the following schedule for posting and funds availability information (intervening holidays will alter this schedule):

If bank transfer is initiated before 9:30 p.m. Central Time TUESDAY, Funds will be posted on TUESDAY, Funds will be available on TUESDAY,

If bank transfer is initiated before 9:30 p.m. Central Time on either SATURDAY OR SUNDAY,
Funds will be posted on MONDAY,

Funds will be available on MONDAY.

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

7. Account Information. You may use Community First Bank online banking 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 Credit Account). If the Account is a Deposit Account that consists of two or more sub-accounts, the account information provided will be for the sub-accounts through which you have access to your funds in the account. All account information provided via Community First Bank online banking would be current information, but is subject to further adjustment and correction. Because the information is 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.

8. Bill Payment Service.

A. Payment Accounts. If you have enrolled in the optional bill payment service, you may use Community First Bank online banking 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, including, without limitation, any Community First Bank mortgage, installment loan, credit card 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 pre-authorize recurring bill payments.

B. Authorization. You agree that we may treat any bill payment that was initiated though Community First Bank online banking by you or by any other person who is authorized to use your password the same as your duly executed written payment order or check, all in accordance with the terms of this Agreement and your deposit agreement with us If you are a business and an authorized representative of yours uses your Bill Payment service to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use. The Bank does not have any duty to monitor payments made through the Bill Payment service.

- C. Time of bill payments. Each bill payment must be initiated a certain number of business days before the business day that you want the bill payment to be made (the 'Payment Date'). This number of business day is referred to as the 'lead time'. The first time you initiate a bill payment for a specific payee, the lead-time will be seven (7) business days. Thereafter, the lead-time for the payee will be four (4) business days for electronic payments and 10 business days by check, as noted on your online payee list. If you initiate a bill payment before 12:00 noon Central Standard on a business day, the bill payment will be deemed initiated on that business day. If you initiate a bill payment after 12:00pm noon Central Standard Time on a business day or example, on a Saturday, Sunday or holiday, the bill payment will be deemed initiated on the next business day. You should schedule each bill payment to be made prior to the due date of the bill payment. If you do not schedule a bill payment on time or if you do not otherwise initiate a bill payment properly, you will be solely responsible for any late charges, finances charges, or other costs resulting from failure to make the bill payment on time. You will be solely responsible for all inputting errors.
- D. Checks. If the payee cannot or will not accept a bill payment by electronic fund transfer from the Service Provider, a check will be drawn on the Payment Account for payment to the payee. The check will be signed by the Bank or its representative, and will not be signed by you; however, you agree that any check issued in this manner to make a bill payment initiated in accordance with this Section will be deemed authorized and may be paid by the Bank from the Payment Account.
- E. Returned or rejected bill payments. If a bill payment is returned or rejected, whether by the Bank, the Service Provider or any third party (including, without limitation, an intermediary bank or the payee's bank), then either the Bank or the Service Provider will notify you and you will be solely responsible for reinitiating the bill payment. You agree to furnish to the Bank and/or the Service Provider such information as it may request to resolve any error or inquiry arising out of your initiation of any bill payment(s).
- F. Cancellation or stop payment of bill payments; revocation of authorization. You may review, change or cancel bill payments online without an additional charge until 12:00pm noon Central Standard Time on the business day before the Processing Date by following the instructions in the Software. The Processing Date is the Payment Date minus the lead-time described in paragraph © of this Section. On and after the Processing Date, you may stop payment of a scheduled payment by contacting Community First Bank online Customer Service or by visiting any Community First Bank branch office. However, you must call or visit the Bank at least three business days before the scheduled Payment Date. If you call, we will also require you to put your request in writing and deliver it to us no later than four days after you call. We will charge you the fee set forth in our current Schedule of Services and Service Charges (the 'Service Schedule') for each stop payment order you

give. Except as expressly otherwise provided in this Section, stop payment orders will be subject to the applicable provisions of our Rules and Regulations governing Deposit Accounts (the "Rules and Regulations"). You may not stop payment of any type of online transfer other than a bill payment. You may revoke your authorization for future recurring bill payments by deleting the bill payment instructions, as provided in the Software, by notifying the Bank, or by canceling the bill payment service.

G. Inconsistent name and number appearing in a bill payment order. If a bill payment initiated by you describes the intended recipient of funds inconsistently by name and account number, you agree that payment by the receiving bank (which may be the Bank) may be made on the basis of the account number alone even if that account is not owned by the person named in the bill payment. If a bill payment identifies an intermediary bank or the payee's bank inconsistently by name and identifying number, you agree that we may rely solely on the number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank identified by name. To the extent permitted by applicable law, you acknowledge and agree that your obligation to pay us the amount of the bill payment will not be excused in any circumstance described above and that you will reimburse us for any losses or expenses we incur as a result of our reliance of the identifying number provided in the bill payment.

- 9. Electronic Mail Service. You may use Community First Bank online banking to send electronic mail ('e-mail') to us and to receive e-mail from us. The e-mail service may not be used to make bank transfers between accounts or to make bill payments from an account. E-mail transmitted by you to us via Community First Bank online 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 (715) 677-4523. We will not be responsible for acting on or responding to any e-mail request made through Community First Bank online banking until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of Community First Bank online banking.
- 10. We may, from time to time, make additional services available through Community First Bank online banking. 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 Community First Bank online services available to you, you agree to pay, and you authorize us to automatically debit to the billing account designated on the Application (the "Billing Account") during the first week of each calendar month, the following non-refundable charges for the preceding calendar month:

Consumer: Free

Commercial: A charge of \$0.45 per bill payment .

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 online sessions initiated by you. There may be other costs and charges associated with your accounts. Please refer to the service schedule for details.

- 12. Errors and Adjustments. We agree to correct any error made in crediting or debiting any 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 Billing 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. When any payment or other online service generates items to be charged to your account, you agree that we many debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you. Such obligations include, without limitation; fees owed to us and settlement for bank transfers or bill payments initiated through Community First Bank online banking. At the time any

account is closed (whether by you, by us, or otherwise) and Community First Bank online 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 or Stop Certain Electronic Fund Transfers. If we do not complete an electronic fund transfer to or 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:
 - If, through no fault of ours, you do not have enough money in the Deposit Account (or any linked account) to make the electronic fund transfer.
 - If the electronic fund transfer 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 Software regarding how to make an electronic fund transfer.
 - If any data or instruction transmitted via Community First Bank online banking are inaccurate or incomplete.
 - If you do not initiate an electronic fund transfer according to the time limits set forth in this Agreement and the online Payee list, or if the payment amount requested is less than the full amount due.
 - If the electronic fund transfer 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 Software, the Service Provider, or any part of Community First Bank online system, including the bill payment service, was not working properly and you knew about the breakdown when you started your electronic fund 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, the Software, 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 fund transfer, 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 an electronic fund transfer 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 fund transfer.
- 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 fund 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 Community First Bank online service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. 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 fund 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 COMMUNITY FIRST BANK ONLINE SERVICE OR THE SOFTWARE, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. The only warranties are those provided by the licensor of the Software and set forth on the Software package. 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, acts 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. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through Community First Bank online banking. You have the obligation to immediately notify the Bank if your password has been lost or stolen, or if someone has transferred funds from your account through Community First Bank online without your permission (or is contemplating to do so). The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An 'unauthorized electronic fund transfer' means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include any Community First Bank online electronic fund transfer that is initiated by a person to whom you furnished your password, unless you have notified us that electronic fund 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 we are notified within two (2) business days, and we can prove we could have prevented someone from using the Online Banking ID and password without your permission, you could lose as much as \$500. If your statement shows electronic fund transfers that you did not make, tell us at once. If you do not tell

us 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. 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

- -Telephone us at (715)677-4523
- -Write to Community First Bank Attn: Operations Department PO BOX 38 Rosholt WI 54473
- -Email us via the secure email provided within Online Banking

Please include the following information:

- -Name
- -Address
- -Account Number and your Online Banking ID
- -Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information
- -Tell us the amount of the error
- -For a Bill Payment error tell us:
 - -Checking account number used to pay the bill
 - -Payee Name
 - -Date the payment was sent
 - -Confirmation number
 - -Payment amount
 - -Payee account number for the payment in question

We will tell you the results of our investigation within ten (10) business days after we hear from you (20 business days if the transaction involved a new account). If we need more time we may take up to 45 business days to investigate (90 business days if the transaction involved a new account). If we choose to take up to 45 business days, we will give you a provisional credit to your account within ten (10) business days (20 business days if the transaction involved a new account). Your account is considered a new account for the first 30 days following the date the account was opened. Your account will not be considered a new account, provided at the time the account was in question was opened, you already had an existing banking relationship with us. If we decide there was no error, we will furnish you with a written explanation within three (3) business days after the investigation is complete.

- 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 the Software, 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 and the Software. 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. Disclosure of Deposit Account Information to Third Parties. You agree that we may from time to time disclose to third parties information about your Deposit Account or the transactions that you make through Community First Bank online banking. We will disclose information to third parties about your Deposit Account or the transfers you make:

A. Where it is necessary for completing bank transfers or bill payment or providing any other service in connection with Community First Bank online banking; or

- B. In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or
- C. In order to comply with government agency or court orders; or
- D. If you give us your written permission.
- 20. 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 Service Schedule, the Schedule of Funds Availability, the Bank's Electronic Fund Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, and the Application, all as may be amended from time to time. In the event of any conflict between this Agreement and the content of the Software 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 Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless law permits the waiver. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearing house association as in effect from time to time with respect to all automated clearing house 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.
- 21. 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 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 Software or 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.
- 22. Termination. You agree that we may cancel or restrict your use of Community First Bank online banking or any Community First Bank online service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel

Community First Bank online by written request, email, or personal delivery to the Bank at any time. If you cancel the bill payment service, all pending and/or recurring bill payments will be automatically canceled.

- 23. 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.
- 24. 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.
- 25. 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 the Circuit Court of Any 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 OF 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..
- 26. OWNERSHIP of MATERIALS. The content and information on our site is the property of Community First Bank. It should not be duplicated or copied by any means.
- 27. E-Statements: By accepting this disclosure you agree to receive your statements electronically.

Your electronic statement will be available to you for 90 days. Within that time frame it is your responsibility to either print a hard copy or save the statements for your records. If you wish to stop receiving your statements electronically you will have to log into your Online account and uncheck mark your accounts that you enrolled. If you have any questions please contact the operations area at (715) 677-4523

28. Mobile Banking.

A. About Mobile Banking. Community First Bank Mobile Banking is a module of the Online Banking system via a web-enabled cell phone or tablet and provides a number of financial services to our customers. The Mobile Banking system currently may provide you with the following services to or between accounts already set up within the Online Banking program.

- -Account inquiries, balances, rates, etc.
- -Account transfers
- -Transaction history
- -Payments to third parties or your Community First Bank loans if currently set up with Online Banking
- B. Fees. There are currently no additional fees for accessing Mobile Banking. However, you may be charged additional fees by your cell phone provider based upon your individual plan. These fees may include fees for text messaging regarding your account and are the sole responsibility of Customer as a party to this agreement.
- C. Warranties. WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING ONLINE BANKING AND/OR MOBILE BANKING SOFTWARE OR SERVICES OR BROWSER INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.
- D. Browser Options. We recommend your browser settings be set so that your browser will check for new versions of temporary internet files every time you start your browser.
- E. Login Security. You will utilize your current Online Banking ID and password to access Mobile Banking. All security in place with your online banking remains intact.
- F. Security Procedures. The Customer has the sole responsibility to establish and maintain procedures to adequately safeguard against unauthorized mobile phone usage and/or entries from his/her phone. You warrant that no other person will be allowed to initiate telephone entries other than yourself, and you

agree to take all reasonable steps to maintain the confidentiality of any user ID's, passwords, and related instructions provided by us in connection with the services agreed to hereunder. In the event possible, phones should be password protected to prevent unauthorized use.

G. Bill Payments. You may make bill payments to those payees already set up in Online Banking. The Online Banking limits, scheduling of payments and fee structure remain in effect. These services are not affected by the Mobile Banking access.

Mobile Deposit User Agreement

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Community First Bank's Mobile Deposit services that Community First Bank ("CFB", "bank", "us", "our", or "we") may provide to you ("you" or "User"). Other agreements you have entered into with CFB, as applicable to your CFB account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement.

Services. CFB's Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to CFB or our designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the procedures; must read and capture the magnetic ink character recognition (MICR) line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment.

Acceptance of These Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, CFB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Hardware and Software. You must have a Mobile Device and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We

and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Fees and Charges. Consumer: There is no fee to make a mobile deposit. **Commercial:** There may be fees to make a mobile deposit.

Check Requirements (Including Image Quality). The image of an item transmitted to the Bank using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: 1) the amount of the Check (both written and numeric); 2) the payee; 3) the signature of the drawer (maker); 4) the date; 5) the check number; 6) the information identifying the drawer and the paying financial institution that is preprinted on the check in including the MICR line; and 7) all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

Eligible Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to CFB is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks made payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.

- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at CFB or any other financial institution.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit Only, Community First Bank", or as otherwise instructed by CFB. You agree to follow any and all other procedures and instructions for use of the Services as CFB may establish from time to time. Endorsements should be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you *and* any joint owner(s) of your account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you *or* your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using the Services.

Receipt of Items. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from CFB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that CFB is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Rejection of Deposits. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any check transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a check for remote deposit, you must physically deposit the original check.

Returned Checks. You are solely responsible for verifying that checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail access on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your

account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that since the original check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original check through the Service or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connected with returned checks.

Availability of Funds. Checks deposited via the Service by CFB stated 4:00 p.m. CST deadline will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Funds deposited using the Services will generally be made available by the next business day after the day of deposit.

Disposal of Transmitted Items. Upon receipt of a confirmation from CFB that we have received an image that you have transmitted, you must securely store the original check for 14 calendar days after transmission to us and make the original check accessible to us at our request. Upon request from time to time, you will deliver to us within two business days, at your expense, the requested original check in your possession. If not provide in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original check by first marking it "VOID", and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Presenting Checks More Than Once. Once you have used the Service to deposit a check you agree not to present, or allow anyone else to present, that original check or a substitute check of that original check for deposit through the Service or by any other means. If you or anyone else present a check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your account the aggregate amount of any checks that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion.

Deposit Limits. We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Our current limits are 5 checks per day up to an aggregate total of \$5,000 and 15 checks per month up to an aggregate total of \$15,000.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in CFB's sole discretion subject to the agreements governing your account.

Errors. The Bank will provide you with periodic statements that will identify the deposits you make through the Service. In addition, you may access the Bank's Online Banking service for information about your deposits, return items, deposit adjustments, checks and other transactions on your account. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through the Service does not constitute an acknowledgement by the Bank that the check is error free or that we will be liable for the check. You agree to notify CFB of any suspected errors regarding items deposited through the Services immediately, and in no event later than 60 days after the applicable CFB account statement is sent. Unless you notify CFB within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against CFB for such alleged error.

Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. CFB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Availability of Service/Contingency. In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

User Warranties and Indemnification. You warrant to CFB that:

- You will only transmit eligible items
- You will not transmit duplicate items
- You will not re-deposit or re-present the original item
- All information you provide to CFB is accurate and true
- You will comply with this Agreement and all applicable rules, laws and regulations
- You are not aware of any factor which may impair the collectability of the item
- You agree to indemnify and hold harmless CFB from any loss for breach of this warranty provision

Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Termination. We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any item of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this

Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Ownership and License. You agree that CFB retains all ownership and proprietary rights in the Services, associated content, technology and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (1) in any anti-competitive manner, (ii) for any purpose which would be contrary to CFB's business interest, or (iii) to CFB's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THESE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPED, TIMELY, SECURE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABLIITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORY, STRICT LIABILITY OR OTHERWISE), EVEN IF COMMUNITY FIRST BANK HAS BEEN INFORMED OF THE POSSIBLITY THEREOF.