

Consumer Internet Banking Agreement & Disclosures

Please read this Blackhawk Bank Online Banking Agreement carefully. By using any of our Blackhawk Bank Online Banking Services, you agree to the provisions of this Agreement.

This agreement states the terms and conditions that apply when you use Blackhawk Bank Online and Bill Payment Service. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you may obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

“You” and “your” mean each person who establishes an Internet Banking Customer Account with us or who uses or is authorized to use an Internet Banking identification number and password or other means of access we establish or approve. The term “Internet Banking” means our service that allows you to make payments, transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer and modem and/or other means we authorize or allow.

VIRUS PROTECTION

Blackhawk Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable anti virus product to detect and remove any viruses found. An undetected or un-repaired virus may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

RECOMMENDED BROWSER VERSION(S)

Below is a current list of supported browsers recommended for accessing your accounts online:

PC:
Microsoft Internet Explorer (IE) Version 7.0 - 8.0*
Firefox Version 3 and Higher

Mac:
Safari Version 1.0 and Higher

**Internet Explorer 8 is a new release and some websites may not yet be ready for the new browser. Click the Compatibility View toolbar button to display the website as viewed in Internet Explorer 7, which will correct display problems like misaligned text, images, or text boxes. This option is on a per site basis and all other sites will continue to display with Internet Explorer 8 functionality. When you click on the Compatibility View button for a site, you don't need to do it again as the next time you visit that site the browser will show it in compatibility mode. If for some reason you'd like to go back to browsing with Internet Explorer 8 functionality on that site, simply click the Compatibility View button again. The "Compatibility View" toolbar button is located next to the Refresh button on the Address Bar. You can maintain a list within Internet Explorer 8 for sites that should be displayed in Compatibility View. From the Command Bar, select Tools, and then select Compatibility View Settings to add and remove sites from this list. There are also options for viewing all websites and intranet sites in Compatibility View.*

You may experience issues with Internet Banking if you are not using one of the supported browsers. If this occurs, please download one of the browsers listed and attempt the action again.

We do not recommend using a Beta version of any browser. When new versions of browsers are fully tested and deemed compatible with the Internet Banking product, they will be updated on the supported browsers list.

The following types of browsers and tools are not recommended or supported for use with Internet Banking: Embedded Browsers contained within Personal or Commercial Financial Management Software (Quicken, Quickbooks, Money, etc.) Browser Add-Ins and Toolbars (IE 7 Pro, Google, Yahoo, etc.)

If you are using a non-supported browser, an embedded browser or a browser add-in, you may experience functionality issues with Internet Banking. If this occurs, please download one of the browsers listed above or remove the add-in and attempt the action again.

PLEASE NOTE: Your browser MUST accept "Cookies" to utilize this service. Each browser handles Cookies uniquely. Please check with your browser software manufacturer to determine how to verify that your settings will accept Cookies.

ACCOUNT AGREEMENTS

The terms and conditions in this Agreement are in addition to any deposit account agreements you have with Blackhawk Bank, including, but not limited to, your signature card, Electronic Funds Transfer Disclosure, Funds Availability Disclosure, Account Deposit Rules, any loan agreement you have with Blackhawk Bank and any change in terms and notices.

IDENTIFICATION NUMBER AND PIN

To access our Internet Banking service, you must use the user identification number and/or other means of access we establish or provide for your Internet Banking Customer Account, together with a Personal Identification Number (PIN). Anyone to whom you give your Internet Banking user ID and PIN will have full access to your accounts even if you attempt to limit that person's authority.

Because your PIN is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a PIN that is hard to guess. (We suggest you stay away from dates and any other information that may easily be deciphered.) Keep your PIN safe. Memorize your PIN and never tell it to anyone. Change your PIN frequently. This can be done at anytime when you enter an Internet Banking session by choosing the Account Management selection.

INTERNET ACCESS ACCOUNT(S)

You may not transfer funds from any account that requires more than one signature for withdrawals. You must be an owner or authorized signer on each account you wish to access/view.

NO SIGNATURE REQUIRED

When using the services to conduct banking transactions or to pay bills, you agree that we may debit your account to complete the banking transactions, pay bills, or honor debits you have not signed.

JOINT ACCOUNTS

The provisions of this “Joint Accounts” section apply if your accounts subject to the services with us are joint. Each of you is jointly and severally obligated under the terms of this Agreement as well as the original Account Agreement(s) governing your joint accounts. Each of you acting alone may perform transactions, obtain information, terminate this Agreement or otherwise transact business, take actions, or perform under this Agreement. We are not required to obtain the consent of, or notify either of you of actions taken by the other. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make any claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Blackhawk Bank Online or Bill Payment Accounts. Each of you agrees to indemnify us and hold us harmless from and against any and all liability (including, but not limited to, reasonable attorney fee(s) arising from any such claims or actions.

SYSTEM AND SOFTWARE

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

INTERNET BANKING TRANSACTIONS

Our Internet Banking service is generally available 24 hours a day, 7 days a week. We only process transactions and update information on business days. Our business days are Monday through Friday. Any account transfers made on Internet Banking before 6:00 P.M. Monday through Friday

will be posted on the same business day. Holidays when the bank is closed are not considered as a business day.

Internet Banking service will allow you to perform the following transactions:

- Transfer funds from checking to checking
- Transfer funds from checking to savings
- Transfer funds from savings to savings
- Transfer funds from savings to checking
- Transfer funds from Equity Line of Credit to checking
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us

You will also be able to:

- View account information
- View the current balance
- View account history since your last statement
- Download account information
- Pay bills online
- Receive e-statements

LIMITS ON INTERNET BANKING TRANSACTIONS

You must have enough available money or credit in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited. Federal law requires that an Account Holder make no more than six (6) transfers or withdrawals during any statement cycle. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone transfers. If you have a Money Market Savings Account, a total of only 3 of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties. You also agree to the "Terms and Conditions of Your Deposit Account Agreement" that you received when you opened your deposit account. You can request another one of these at the time you fill out your Blackhawk Bank Internet Banking application.

Account balances may also differ from your records due to deposits, outstanding checks or other withdrawals, payments, or charges in process. A transfer request may not result in immediate availability because of the time required to process. If you have further questions please contact Blackhawk Bank's Customer Support Dept. at (608) 364-8924 (toll free 866-771-8924), your Personal Banker at any of our convenient locations, or e-mail us at nethelp@blackhawkbank.com. Please note: E-mail is not a secure method of communication over the Internet. We recommend that you do not include any pertinent information (like your account number or social security number) in your e-mail.

OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS

If we do not complete a payment or transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

1. If through no fault of ours, you do not have

enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.

2. If any payment or transfer would go over the credit limit of any account.
3. If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
4. Natural disasters (fire, floods, tornadoes, etc.) or other uncontrollable circumstances prevent proper completion and delivery of the transaction.
5. If the money in the account from which a payment or transfer is to be made is subject to legal process, or other claims restrict the transaction.
6. If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
7. Other applicable laws and/or regulations that exempt us from liability.

Electronic Bill Payments are verified for funds availability during processing. If the funds are not available with the 2 AM processing, we will try again at the 12:00 Noon processing. You will receive a message after processing informing you that the payment could not be processed due to insufficient funds. The system will continue to try to process the payment until either your account has the funds, or you delete the payment.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account(s) or the transaction(s) you make if at least one of the following applies:

1. Where it is necessary for completing the transaction.
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant.
3. If written permission is given to us by you.
4. In order to comply with a government agency or a court order.

COLLECTION OF INFORMATION

Where website security is concerned, we employ state-of-the-art technology to keep your information secure. With regard to information collection, our software also requires that your browser accept cookies. A "cookie" is a way for web sites to recognize whether or not you have visited the site before, by obtaining a small piece of information that a web server can store on your web browser. This is useful for having your browser remember some specific information, which makes your online experience easier and more personalized. Cookies cannot be used to obtain data from your hard drive, get your e-mail address or steal sensitive or personal information about you that you have not already explicitly revealed.

LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You will not be liable to us for any unauthorized electronic transfers to or from your account if reported within two (2) business days of discovering the loss. However, you may lose no more than \$50.00 if someone has used your code without permission. If you believe your code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call, e-mail, or write at the telephone number and address below.

ERRORS AND QUESTIONS

In case of errors or questions concerning transactions done using Internet Banking, please do one of the following as soon as possible:

1. Telephone Blackhawk Bank's Customer Support Dept. at (608) 364-8924 (toll free 866-771-8924) or your Personal Banker at any of our convenient locations.
2. Write to Blackhawk Bank at 400 Broad Street, Beloit, WI 53511.
3. E-Mail us at nethelp@blackhawkbank.com. Please include your name, address, and a brief message as to what the problem might be. Because e-mail is not a secure method of communication over the Internet, we recommend that you do not include any pertinent information (like your account number or social security number) in your e-mail.

We must hear from you within 60 days after you receive the first statement or notification in which the error or problem appeared. Please include the following information:

- Tell us your name and account number (if applicable).
- Describe the error you are unsure about and explain 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 tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a point-of-sale transaction, foreign-initiated transfer, or a new account.) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes 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 re-credit your account.

If we determine that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

STATEMENTS

Your Internet Banking transactions will be indicated on the monthly or quarterly statements we provide or make accessible to you for your accounts. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement, or statement information.

NOTICE OF YOUR RIGHTS AND LIABILITIES

Each of you agrees, for yourself, to the terms of this account and the schedule of charges that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You are liable for all transactions that you or any of you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your Internet Banking User ID and PIN or Internet Bill Payment Services User ID and PIN or other means of access and want to terminate that person's authority you must change your PIN or other means of access or take additional steps to prevent further access by such person.

BILL PAYMENT SERVICES

(Subject to NetTeller Application Approval)

It is easy to pay bills. Simply set up your Payees by choosing from the database of vendors (Payees) that already exists, or by entering necessary information to schedule a payment. When you create a new payee in the Bill Payment Service, it has a temporary status until we have had sufficient time to set up the account. You should schedule a payment to a new payee at least fourteen (14) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee. The payment amounts will automatically be debited from your account plus any fees assessed by the bank if applicable.

When you schedule a funds transfer or bill payment using the Internet Service, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer or bill payment from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time or on a later date, if any, indicated in the instruction. We may charge payments against the account even though the charge creates an

overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement.

Electronic Bill Payments are verified for funds availability during processing. If the funds are not available with the 2AM processing, we will try again at the 12:00 Noon processing. You will receive a message after processing informing you that the payment could not be processed due to insufficient funds. The system will continue to try to process the payment until either your account has the funds, or you delete the payment.

Sufficient time for payments is necessary. Payments should be scheduled seven (7) business days prior to the due date for a "check" payment to be posted with your payee, and five (5) business days for an "electronic" payment.

If the date you request for a future transfer or payment is not a business day, we process the transaction on our next business day. If you schedule a recurring funds transfer or bill payment and the payment date does not exist in a month, the payment will be processed on the last business day of that month.

If you follow all of the procedures described in the Agreement and help screens and instructions accurately and completely, and a bill payment has not arrived at the payee with the allowable number of days described on the screen at the time you scheduled the payment, we will reimburse you for all penalties and associated late fee charges incurred due to such a late payment. Situations in which you are responsible for failing to follow procedures and instructions include, without limitation, your failure to schedule the payment a correct number of days before the due date, incorrectly scheduling the payment or supplying incorrect account information.

CANCELLATION OF BILL PAYMENT SERVICES

Your Internet Bill Payment Service may be canceled at any time without prior notice due to insufficient funds in your account. If your account has been closed or restricted for any reason Bill Payment Service will automatically be canceled.

You may also terminate the use of Bill Payment Service by contacting Blackhawk Bank in writing by mail, e-mail, or personal delivery to the Bank. We will require that you tell us the exact amount of the debit, the next date the debit is to be made and the exact name of the payee. All notices of cancellation must be received seven (7) business days before the date of the scheduled transfer or payment.

FEES

There are no fees currently for accessing your accounts through Blackhawk Bank Online, Internet, or Bill Payment Service (for businesses, a fee will apply.) However, fees, as described in the applicable product or account disclosure or Blackhawk Bank Fee Schedule, may apply to services ordered online and to transfers from a loan account. You authorize us to automatically deduct all applicable charges and fees from your account. Please note that your Internet Service Provider and/or phone company, depending on the arrangement you have established with them, may assess fees.

GOVERNING LAW

This Agreement, Blackhawk Bank Online, and Bill Payment Services are governed by the laws of the State of Wisconsin, including the applicable provisions of the Uniform Commercial Code and all applicable federal laws and regulations.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT OF 1998

We do not knowingly solicit data from children, and we do not knowingly market to children. We recognize that protecting children's identities and privacy online is important and that the responsibility to do so rests with both the online industry and with parents.

AMENDMENTS

Terms and conditions of this agreement may be amended in whole or part at any time with 30 days written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to the term(s) or condition(s) may be made without prior notice if it does not result in higher fees, more restrictive use of service, or increased liability to you.