

# Online and Mobile Banking Agreement & Disclosures

Revised 11.2017

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

If you are reading this agreement during your enrollment for Online Banking or Mobile Banking service, after reading the Agreement, close this page and return to the Online Banking Application. Click 'I Agree' to continue enrollment in NetTeller.

This Agreement states the terms and conditions that apply when you use Online and Mobile Banking Services. 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 Online and Mobile Banking relationship with us or who uses or is authorized to use a user identification number and password or other means of access we establish or approve. The term "Online and Mobile Banking" means our service that allows you to make payments, transfer funds, access accounts, obtain information, make mobile deposits and perform other transactions over the Internet by use of a computer, by mobile access device such as a telephone and/or other means we authorize or allow.

## MOBILE BANKING ELIGIBILITY AND ENROLLMENT

Mobile Banking is available to any person who has an active NetTeller ID and has a web-enabled mobile device whose network allows secure SSL traffic.

Enrollment can be completed by:

- Downloading the Blackhawk Bank iPhone, iPad or Android App before or after the following steps. Log into your NetTeller account at [www.blackhawkbank.com](http://www.blackhawkbank.com). Select Options, Mobile Settings, Web Mobile Settings. Complete the enrollment form and select the accounts you wish to access: or
- Downloading the Blackhawk Bank iPhone, iPad or Android App. Logging in with your NetTeller ID and password and accepting the Mobile Banking Agreement and Disclosure. The enrollment process will require you to provide the cell phone number you will be using for your mobile banking account and your cell phone provider. Active accounts tied to your NetTeller ID will be viewable. You may choose which accounts you wish to access by logging in to the traditional NetTeller website at [www.blackhawkbank.com](http://www.blackhawkbank.com). Select Options, Web Mobile Settings and select the accounts you wish to access. If any of the information you provide during the enrollment process is incorrect, the service will not work. Furthermore, it is your responsibility to notify us immediately if any of your information changes, including but not limited to your cell phone number.

## MOBILE BANKING SERVICES

With Mobile Banking you can instantly:

- View account balances
- View Transaction history for up to 15 days
- Transfer funds between accounts
- Pay bills to existing Payees

- Make deposits (To have this feature activated, call Client Services at 608.364.8924 or toll-free 866.771.8924 during normal business hours.)

- View alerts

- Change your ID and password

- Use Google Street View to see our locations (Android Only)

- Make external Pay a Person (P2P) Payments

## 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 other mobile devices 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.

Blackhawk Bank will not be liable for any indirect, incidental, special or consequential damages that may result from harmful components being present on your PC or mobile device, nor will Blackhawk Bank be responsible or liable if sensitive information accessed via our Online and Mobile Banking services is intercepted by a third party due to any "viruses" residing or being contracted by your PC or mobile device at any point or from any source.

## RECOMMENDED BROWSER VERSION(S)

We support the current and prior major releases of Internet Explorer, Firefox, Safari and Chrome. When a new version is announced as Release to Web (RTW), support will cease on the third-oldest major version.

The following types of browsers and tools are not recommended or supported for use with Online 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 an older version of a supported browser, a non-supported browser, an embedded browser or a browser add-in, you may experience functionality issues with Online 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, Mobile Deposit Agreement, Bill Pay Terms and Conditions, Account Deposit Rules, any loan agreement you have with Blackhawk Bank and any change in terms and notices.

## IDENTIFICATION NUMBER AND PASSWORD

To access our Online and Mobile Banking services, you must use a User ID we establish, together with a Password. Anyone to whom you give your

Online and Mobile Banking User ID and Password will have full access to your accounts even if you attempt to limit that person's authority.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Password that is hard to guess. (We suggest you stay away from dates and any other information that may easily be deciphered.) Keep your Password safe. Memorize your Password and never tell it to anyone. Change your Password frequently. This can be done at any time when you enter an Online Banking session by accessing the Options tab within NetTeller or accessing Preferences in our Android, iPad or iPhone App.

Your NetTeller User ID and Password were issued to you for your security purposes. The numbers are confidential and should not be disclosed to third parties. You are responsible for safekeeping this information. You agree not to disclose or otherwise make your NetTeller User ID and Password available to anyone not authorized to sign on your accounts.

If your NetTeller ID and password have been lost, stolen or compromised, immediately notify our Client Services Department at 608.364.8924 or toll-free 866.771.8924 during normal business hours.

**Virtual Tokens:** If you wish to add another layer of security to your account, virtual tokens are available to Blackhawk Bank clients. They are a downloadable app for your computer or mobile device. Call Client Services to activate your token(s) - they will assist you with set-up and use. Please Note:

- Each NetTeller ID will have it's own token
- If you decide to delete the app, or you lose your phone or mobile device, you'll need to call Client Services during normal business hours for assistance: 608.364.8924 or toll-free 866.771.8924.

## ONLINE AND MOBILE 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 service 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.

## NO DUTY TO MONITOR PAYMENTS

The Bank has no duty to monitor payments made through its Bill Payment service. If you are a business and an authorized representative of yours uses the Bill Payment service to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold the Bank, its 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.

## JOINT ACCOUNTS

The provisions of this "Joint Accounts" section apply if your accounts, subject to the services with us, are joint accounts. Each of you is jointly and severally obligated under the

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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 Online and Mobile Banking 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 fees) arising from any such claims or actions.

#### **EQUIPMENT, SYSTEMS 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.

Blackhawk Bank does not guarantee that your mobile device's service plan will be compatible with our Mobile Banking service. You are responsible for understanding the operation and maintenance of your mobile device. Blackhawk Bank is not responsible for any errors or problems related to your mobile device, mobile provider, or mobile internet access. Nor are we responsible for any fees assessed by your telephone company, internet service provider, or any other outside party.

We are not responsible for errors or delays or your inability to access the service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

#### **ONLINE AND MOBILE BANKING TRANSACTIONS**

Our Online and Mobile Banking service is generally available 24 hours a day, 7 days a week. Blackhawk Bank does not guarantee that Online and Mobile Banking will be available at all times. Occasionally, due to system maintenance or reasons beyond our control, the Online and Mobile Banking services may be unavailable.

We only process transactions and update information on business days. Our business days are Monday through Friday. Holidays when the bank is closed are not considered business days

#### **Cut-off times:**

- Any internal account transfers made via Online and Mobile Banking after 7:00 p.m. Monday through Friday will be processed on the next business day.
- Any external transfers made via the Bank to Bank transfer service made after 3:00 p.m. Monday through Friday will be processed on the next business day.
- Any mobile deposits made after 5:00 p.m. Monday through Friday will be processed on the next business day.
- Any regularly scheduled bill payments made after 2:00 p.m. Monday through Friday will be

processed on the next business day.

- Any Pay a Person payment made after 3:00 p.m. Monday through Friday will be processed on the next business day.

#### **ONLINE BANKING SERVICES**

You may access your account(s) using Blackhawk Bank's Online and Mobile Banking at [www.blackhawkbank.com](http://www.blackhawkbank.com) or using a Blackhawk Bank Android, iPad or iPhone App with your NetTeller User ID and Password to:

- View account information, current balance, account history
- Download account information and statements
- Pay bills through Bill Pay from your checking account(s)
- Receive e-statements, disclosures, and notices
- Make payments from a Blackhawk Bank checking or savings account to your Blackhawk Bank Loan
- Make transfers from your Blackhawk Bank Equity Line of Credit loan to your Blackhawk Bank checking account
- Make transfers from your Blackhawk Bank checking or savings account to your other Blackhawk Bank checking or savings account
- Make external transfers via Blackhawk Bank's Bank to Bank service from/to your checking or savings account at another financial institution from/to your Blackhawk Bank checking or savings account (limit 4 transfers in or out)
- Make external Pay a Person payments from your Blackhawk Bank checking account to a person's checking account at their financial institution
- Make mobile deposits using Blackhawk Bank's Mobile Deposit service

#### **FEES**

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.

- We do not charge for any direct deposits to any type of account
- If you have a money market account an excess withdrawal fee of \$5.00 for each transfer or withdrawal in excess of six per month may be assessed (violations of this limit on more than an occasional basis will result in the account being transferred to a transaction-type account)
- If you have a savings account an excess withdrawal fee of \$2.00 for each transfer or withdrawal in excess of six per month may be assessed (violations of this limit on more than an occasional basis will result in the account being transferred to a transaction-type account)
- Mobile Deposit Fees - There is no charge for this service
- Bill Pay Fees - There is no charge for regularly scheduled payments. Rush payment options are available. Overnight delivery of check payment \$19.95, 2nd day delivery of check payment \$14.95 and electronic rush delivery payment \$4.95. Other options include gift check fee \$2.99 and charitable donation fee \$1.99. These fees will show as Bill Pay Fees when posted to your account.

#### **LIMITS ON ONLINE AND MOBILE BANKING TRANSACTIONS**

You must have enough available money or credit in any account from which you instruct us to make a payment or transfer.

Blackhawk Bank reserves the right to impose limits on the dollar amount or number of checks that you can deposit using Mobile Deposit.

In addition, Blackhawk Bank reserves the right to impose limits on the dollar amount and number of Pay a Person payments that you may make.

If any of your qualifying accounts are savings or Money Market 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 from these types of accounts. The kinds of withdrawals covered are those made by means of preauthorized transfers and withdrawals made by check, draft, debit card, or similar order payable to third parties.

Each transfer in excess of these limitations will be subject to an Excess Withdrawal Fee (see Fees above). Violation of this limit on more than an occasional basis may result in the account being closed.

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 any time by contacting Blackhawk Bank's Client Services Department at 608.364.8924 (toll free 866.771.8924).

Account balances may also differ from your records due to deposits, outstanding checks or other withdrawals, payments, or charges in process. A transfer request or mobile deposit may not result in immediate availability because of the time required to process. If you have further questions please contact Blackhawk Bank's Client Services Department at 608.364.8924 (toll free 866.771.8924), your Personal Banker at any of our convenient locations, or email us at [nethelp@blackhawkbank.com](mailto:nethelp@blackhawkbank.com). Please note: Email is not a secure method of communication over the Internet. We recommend that you do not include any personal information (like your account number or social security number) in your email. We are not responsible for any error or problems of any kind involving your email. At no time will any Blackhawk Bank employee ask for confidential information over email.

#### **OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS, MOBILE DEPOSITS OR TRANSFERS**

If we do not complete a payment, mobile deposit 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 you have an overdraft line of credit and the payment or transfer would go over the credit limit.
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.

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7. If your mobile deposit doesn't conform to the requirements set forth in the Mobile Deposit Agreement

8. 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 p.m. processing, we will not try again. You will receive a message after processing informing you that the payment could not be processed due to insufficient funds.

Pay a Person Payments are verified for funds availability on the day they are processed. If the funds are not available, the payment will not be processed due to insufficient funds and you will need to initiate the transfer again, when the funds are available, if you wish for the payment to be made.

Bank to Bank transfers are verified for funds availability on the day they are processed. If the funds are not available, the payment will 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; or
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 email 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 password has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission using information from your check. 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 2 business days of discovering the loss. However, you may lose no more than \$50.00 if someone has used your password without permission. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call, email, or write us at the telephone number and address below.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could

have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **ERROR RESOLUTION NOTICE (Consumer Accounts Only)**

In case of errors or questions concerning transactions completed using Online and Mobile Banking, please do one of the following as soon as possible:

1. Telephone Blackhawk Bank's Client Services Department 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 P.O. Box 719, Beloit, WI 53512-0719; or
3. Email us at [nethelp@blackhawkbank.com](mailto:nethelp@blackhawkbank.com). Please include your name, address, and a brief message as to what the problem might be. Because email is not a secure method of communication over the Internet, we recommend that you do not include personal information (like your account number or social security number) in your email.

We must hear from you within 60 days after the first statement or notification was mailed to you 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 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 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 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 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 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 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

### **PREAUTHORIZED PAYMENTS, RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call or write our Client Services Department at 608.364.8924 (toll free 866.771.8924), P.O. Box 719, Beloit, WI 53512-0719 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call. We will charge you \$35.00 for each stop-payment order you give and it will be in force for either one payment or for all future payments based on your request. You may release your stop

payments at any time by contacting Client Services at the numbers/ address above.

These regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **SPECIAL INFORMATION ABOUT THE ONLINE BANKING STOP PAYMENT SERVICE**

The online banking system includes an option to securely enter stop payment information. This stop payment feature is designed to submit a request to stop payments on checks you have written. Blackhawk Bank does not guarantee the ability to successfully stop a payment within the first 24 hours from the time of the request due to timing issues. The stop payment order is effective for only six months, unless it is renewed in writing. Once a stop payment order expires, the Bank may pay the item. A charge of \$35.00 will be assessed for each stop payment order received via this method. This service is not available to cancel the electronic payments scheduled through the bill payment service or any other automated payment. If you have a problem with a bill payment, or wish to place a stop payment on another type of automated payment please contact Client Services at the number above.

### **STATEMENTS, NOTICES AND AGREEMENTS**

All notices from us will be effective when we have mailed them or delivered them to your last known address (physical or email) on our records. Notices from you will be effective when received by us at the address specified in the Agreement.

Your Online and Mobile 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. You may elect to receive your statements and notices electronically. An electronic statement is called an eStatement. If you have chosen to receive an eStatement, you are electing to receive your statements and other selected notices by email. Any legal notices that normally accompany your mailed statement will be delivered to you electronically.

You may cancel eStatements and notices at any time by logging into Online Banking, selecting the eStatement tab and unchecking the boxes or by contacting us in one of the following ways:

- Send us a message through Online Banking by clicking on the Contact button;
- Contact us by phone 608.364.8924 (toll free 866.771.8924); or
- Write to us with your name, mailing address and signature:  
Blackhawk Bank  
Client Services Department  
P.O. Box 719  
Beloit, WI 53512-0719

If you withdraw your consent, we will send all future statements/notices to you in paper form to the address on file at no additional charge.

By enrolling online, you agree that we do not need to provide you with an additional paper (non-electronic) copy of this Agreement unless specifically requested. The Bank reserves the right to modify these terms and conditions at any time,

effective upon publication. Your use of Blackhawk Bank's Online Banking services constitutes agreement to these terms and conditions, and any modification thereof.

All notices from us will be effective when we have emailed or mailed them to your last known address as indicated in our records. Notices from you will be effective when received by us at the address specified in this Agreement. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

#### **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 Online and Mobile Banking User ID and Password or other means of access and want to terminate that person's authority you must change your Password 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's easy to pay bills online. Simply set up your Payees by choosing from the database of vendors (Payees) that already exist, 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. 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 NetTeller or a Blackhawk Bank App, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer or electronic bill payment from your account on the date we process your instruction. Check bill payments will be deducted from your account on the date they are presented for payment to the Bank. 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 protection 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 2 p.m. processing, we will not try again.

You will receive a message after processing informing you that the payment could not be processed due to insufficient funds.

Pay a Person Payments are verified for funds availability on the day they are processed. If the funds are not available, the payment will not be processed due to insufficient funds and you will need to initiate the transfer again, when the funds are available, if you wish for the payment to be made.

Bank to Bank transfers are verified for funds availability on the day they are processed. If the funds are not available, the payment will 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.

Allow up to 2 business days for funds received via inbound Bank to Bank transfers to become available for use.

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, the transaction will be processed on the preceding 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, help screens and instructions accurately and completely, and a bill payment has not arrived at the payee within 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.

#### **NEW SERVICES**

Blackhawk Bank may, periodically, introduce new Online and Mobile Banking services. By using the new services when they become available, you agree to be bound by the terms and conditions concerning these services

#### **TERMINATION OF ONLINE AND MOBILE BANKING SERVICES**

We reserve the right to terminate Online and Mobile Banking Services, in whole or in part, at any time with or without cause and without prior written notice. In that event, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole discretion, including when we believe a breach or system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your NetTeller ID or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

Your Online and Mobile Banking Services may be terminated at any time without prior notice due to:

- Insufficient funds in your account;
- If your account has been closed or restricted for any reason;
- You or any authorized user of your NetTeller User ID and Password breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your NetTeller User ID and Password;
- We notify you or any other party to your account that we have cancelled or will cancel this agreement.
- See Termination of Services in the Mobile Deposit Agreement

You or any other party to your account may terminate the use of Online and Mobile Banking Services by contacting Blackhawk Bank in writing

by mail, email, or personal delivery to the Bank.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Your online account must be accessed at least once every 365 days in order to keep the account active. If you allow your online account to become inactive, your privileges may be revoked without further notice.

#### **OTHER PROVISIONS**

There may be a delay between the time a deposit is made and when it will be available for withdrawal. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

#### **GOVERNING LAW**

This Agreement is 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.

#### **ENFORCEMENT**

In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

#### **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/guardians.

#### **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.

#### **CONTACTING BLACKHAWK BANK**

You may contact our Client Services Department at 608.364.8924, or toll-free 866.771.8924 during normal business hours of 8:00 a.m. - 6:00 p.m. CST Monday - Friday and 8:30 a.m. - 12:30 p.m. CST Saturday. You can also write to us at the following address: P.O. Box 719, Beloit, WI 53512-0719. You may send us a secure email by logging into NetTeller and selecting the Contact link in the upper right hand corner.



[blackhawkbank.com](http://blackhawkbank.com)

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