

# Online and Mobile Banking Agreement & Disclosures

Revised 12.2021

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 Online Banking.

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.

"The Bank", "we", "our", or "us" refers to Blackhawk Bank. "Agreement" refers to this Online and Mobile Banking Agreement and Disclosures.

## MOBILE BANKING ELIGIBILITY AND ENROLLMENT

Mobile Banking is available to any person who has an active Online Banking 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. Logging in with your Online Banking ID and password and accepting the Mobile Banking Agreement and Disclosure. You will be required to enter a phone # and or email address to set up Two Factor Authentication (2FA). 2FA will have you set up your phone number for text messages, and/or your email address. This information will then be used to send you a one-time code that you will enter after your Online User ID and password to further verify your identity. Active accounts tied to your Online Banking ID will be viewable. 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
- Transfer funds between accounts
- Pay bills to existing Payees
- Make deposits (To add accounts to an already established mobile deposit application, call Client Services at 608.364.8924 or toll-free 866.771.8924 during normal business hours.)
- Establish and view alerts
- Change your ID and password
- Make external Pay a Person (P2P) Payments
- Activate and Deactivate your Blackhawk Bank debit card.
- Manage your debit card with alerts and protections with Card Management.
- Add external accounts from select banks.
- Make a Zelle transaction.

## 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 Microsoft Edge, Mozilla Firefox, Safari and Google Chrome.

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 (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. You will also be asked to set up Two Factor Authentication (2FA) to access Online and Mobile Banking. 2FA will have you set up your phone number for text messages, and/or your email address. This information will then be used to send you a one-time code that you will enter after your Online User ID and password to further verify your identity. 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 Settings within Online Banking or Mobile Banking.

The Online and Mobile Banking ID and Password issued to you is for your security purposes. You agree not to disclose or otherwise make your PASSWORD(s) available to anyone not authorized to sign on your account(s).

You acknowledge and agree that when you authorize the Bank to access and retrieve information from third party accounts, the Bank is acting as your agent, and not as the agent of or on behalf of the third party. You agree that the Bank, its affiliates and partners shall not be entitled to rely upon the foregoing authorization, agency or Power of Attorney granted by you.

You agree that the Bank shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) the Bank's access

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to the third party account(s); (2) the Bank's retrieval of or inability to retrieve information from the third party account(s); (3) any accuracy, incompleteness or misinformation contained in content retrieved from the third party account(s); and (4) any charges imposed by the provider of any third party account(s).

If your Online Banking 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.

#### **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 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 may 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 may be processed on the next business day.
- Any mobile deposits made after 7:00 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 2:00 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 Online Banking 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
- Make a Zelle transaction.

#### **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 \$34.95, 2nd day delivery of check payment \$29.95 and electronic rush delivery payment \$6.95. 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, ZELLE TRANSACTIONS, 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.
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. Central Time 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 could lose all the money in your account (plus your maximum overdraft line of credit) if you fail to notify us of your unauthorized electronic transfers promptly or if your account was accessed without your permission. If you notify us within two (2) business days, you will be liable for the lesser of (1) \$50.00 or (2) the amount of any money, property, or services obtained by its unauthorized use prior to the time you gave us notice. 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 (Personal Banking 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, Attn: Deposit Operations 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
- Describe the error you are unsure about and explain why you believe it is an error or why you need more information.

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- 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 our Client Services Department at 608.364.8924 (toll free 866.771.8924), 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 and selecting the account you'd like to receive eStatements for. Next, click Settings, followed by Manage, within the Documents tab. You can also contact us in one of the following ways:

- Send us a message through Online Banking by clicking on the + sign under Messages to send us a new message;
- 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 Online Banking 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 Online Banking 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.

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.

#### **BANK TO BANK TRANSFERS**

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 in excess of \$500 received via inbound Bank to Bank transfers to become available for use.

#### **eBILL**

The Bank's Electronic Bill (eBill) service allows you to view and pay your bills through our Bill Payment Service. This billing option is available only to customers who have registered for the Bank's Bill Payment Service. By using the eBill service, you are asked to provide information needed to access your Third Party accounts. You hereby authorize and permit the Bank to use Content and other information submitted by you to the Bank (such as user names and account passwords) to accomplish the purposes of the Service. The bank will not be liable if any of the Content you provide is compromised. The Bank will use its best efforts to present all of your electronic bills promptly. It is your sole responsibility to ensure that your eBills are accurate. The Bank is not liable for eBills received from other companies or the accuracy of the biller information. Your obligation to pay your eBills by the due date is not altered or modified in any way by enrolling in this service. You agree that the Bank will not be liable to you or any third party for any revision or discontinuation of the eBill service. The Bank makes no warranty that the eBill service will be uninterrupted, timely, secure, or error-free, or that the information obtained from use of the

service will be accurate. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Bank and your

use of the eBill Service. The Bank is not liable for any acts of omissions by the biller or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. Furthermore, the Bank does not warrant that errors in the technology will be corrected. You may discontinue the eBill service at any time.

For as long as you are using the eBill Service, you give the Bank a limited power of attorney and appoint the Bank as your true and lawful attorney-in- fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Third Party Accounts, retrieve Content, and use your Content, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Service, as fully to all intents and purposes as you might or could do in person. Once the Bank has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by the Bank in good faith before it has actual knowledge of termination by you shall be deemed to be authorized by you. To notify the Bank that you wish to discontinue using the Service, you must do so at the bill pay site as provided in this Agreement.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS ACCESSING AND RETRIEVING INFORMATION FROM THE THIRD PARTY ACCOUNTS, THE BANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. YOU AGREE THAT THE BANK, ITS AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY UPON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT THE BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) THE BANK'S ACCESS TO THE THIRD PARTY ACCOUNTS; (2) THE BANK'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD PARTY ACCOUNTS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN CONTENT RETRIEVED FROM THE THIRD PARTY ACCOUNTS AND (4) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD PARTY ACCOUNT.

#### **ALERTS**

Alert Disclaimer. You understand and agree that any alerts provided to you through Online and Mobile Banking may be delayed or prevented

for a variety of reasons. The Bank attempts to provide alerts in a timely manner with accurate information, however, the Bank neither guarantees the delivery nor the accuracy of the content of any alert. You also agree that the Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

#### **MOBILE DEPOSIT**

Mobile Deposit is designed to allow consumers and small businesses to make deposits to their checking and savings accounts with Bank using a smart phone or iPad by taking images of their checks and delivering the images and associated deposit information to Bank.

A deposit made by you using this Mobile Deposit service is not an "Electronic Fund Transfer" as that term is defined in Federal Reserve Board Regulation E.

#### **Pricing**

There is no charge for this service. Check with your carrier to see if other charges may be applied. However, Bank can assess fees for other banking products, services, or accounts (such as draft or transfer fees) as set forth in other agreements, disclosures, or fee schedules.

#### **Mobile Deposit Activity Limits**

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

#### **Qualifications**

Bank may have qualification requirements and reserves the right to change the qualifications at any time without prior notice.

Mobile Deposit may be suspended or discontinued, in whole or in part, at any time without prior notice.

#### **Eligible Items**

You agree that the image of the check transmitted to Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted by the state of Wisconsin.

List of prohibited checks that you may NOT deposit:

- Checks payable to someone other than the owner of the account into which they are being deposited
- Third party checks made out to someone else and signed over to you or your business
- Checks containing unauthorized alteration
- Checks that are fraudulent
- Checks payable jointly, unless deposited into an account held by all payees
- Checks that were previously converted to a substitute check
- Checks that were previously deposited but returned unpaid
- Checks drawn on a financial institution located outside of the United States
- Checks not payable in United States currency
- Checks that are undated, post-dated, or are dated more than 6 months prior to the date

*Continued next page*

of deposit

- Remotely created checks (sometimes called demand drafts)
- Checks payable to “Cash”
- Money Orders
- Traveler’s Checks

#### **Image and MICR Quality**

The image of a check deposited using Mobile Deposit must be legible and include the front and back of the check. Images of checks that fail quality and usability requirements will not be processed.

The image quality of the items must comply with the requirements established by standards organizations, the Board of Governors of the Federal Reserve Board, or clearing house associations.

Each image of each check shall be of such quality that the following information can clearly be read and understood by sight review of such image:

- The amount of the check;
- The payee of the check;
- The signature of the drawer of the check;
- The date of the check;
- The check number;
- The information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line; and
- All other information placed on the check prior to the time 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

You shall also capture and transmit to the Bank the full-field MICR encoding on each Check. You shall ensure that the following information is captured from the MICR line of each check:

- The routing transit number (“RTN”);
- The number of the account on which the check is drawn; and
- When encoded, the serial number and the process control field of the check

#### **Endorsements and Transaction Balancing Procedures**

You agree to restrictively endorse any check that is deposited by Mobile Deposit by writing “For Mobile Deposit Only to Blackhawk Bank” then signing your name or the name of your company below it when you place your endorsement on the back of the check. For example:

*For Mobile Deposit Only to Blackhawk Bank*  
*Sam Jones*

You will insure that each deposit amount equals the legal or written amount of the check that is being deposited.

Bank will not be obligated to detect errors by you or others, even if Bank takes certain actions from time to time to do so.

#### **Customer Warranties and Indemnification**

You warrant to Bank that the checks you deposit:

- Have not been altered;
- Are not counterfeit;

- Will not be presented twice;
- You have identified the drawer of the check by commercially reasonable means;
- Will abide by the items included in Eligible Items of this agreement; and

You agree to indemnify and reimburse Bank for, and hold Bank harmless against, any and all losses, costs and expenses (including reasonable attorney’s fees) Bank may incur associated with this warranty, indemnification or other claim related thereto.

You grant Bank a security interest in all accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such accounts or other deposits, to secure your obligations to Bank under this agreement. This security interest will survive termination of this Agreement.

#### **Receipt of Items**

Bank reserves the right to reject any check deposited by Mobile Deposit.

Bank is not responsible for items Bank did not receive.

An image of a check is deemed received by Bank when you receive confirmation of the deposit by email.

#### **Availability of Funds**

Credit for deposits made to your account are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4 of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account.

Deposits are subject to verification and funds may not be immediately available. Once the deposit has been received, you’ll be able to view the pending transaction on your mobile phone. Checks received prior to 7:00 p.m. on business days will be deposited immediately to your account on the same business day. Checks deposited after the 7:00 p.m. cutoff time, on weekends, or Federal holidays will post to your account on the following business day. Please Note: Checks requiring further verification may experience delayed availability. If further verification is needed, you will receive an email notification.

#### **Disposal of Transmitted Items**

Upon receipt of confirmation of your mobile deposit from Bank, you agree:

- To mark the front of the check “Processed” and to store it in a secure place for at least 30 calendar days from receipt of confirmation of your mobile deposit from Bank. During this 30 calendar day period, you agree to make the check available to Bank upon Bank’s request.
- To properly destroy the check by shredding so that it cannot be presented for payment again after 30 calendar days from receipt of confirmation of your mobile deposit from Bank.
- Business Customers are required to protect the sensitive information of the drawer of each check deposited through Mobile Deposit and

may be required to certify their compliance with this requirement when requested to do so by Bank. If this request is not met, Bank may suspend or discontinue future Mobile Deposit activity.

*You agree to never re-deposit or cash a check deposited for Mobile Deposit.*

#### **Hold Harmless**

When using Mobile Deposit, you may experience technical or other difficulties. You hold Bank harmless for any technical or other difficulties or any resulting damages that you may incur.

#### **Internet Disclaimer**

Bank does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from Bank’s network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or Bank’s ability or inability to connect to the Internet. You are responsible for obtaining your own internet connection or mobile communications service provider and all charges/fees associated therewith.

#### **Contingency Plan**

You agree that, in the event you are not able to capture, balance, process, produce or transmit a check deposit to the Bank, or to otherwise comply with the terms hereof of this Agreement, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the original checks to the closest office of the Bank and deposit the original checks with Bank until such time that the outage, interruption or failure is identified and resolved. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement.

#### **Hardware and Software**

You are responsible for acquiring and maintaining hardware and software to deposit checks through Mobile Deposit.

The current hardware and software requirements are listed below and are subject to change without notification:

- Approved Certified Mobile Devices: Apple® iPhone®

Apple® iPad® Phone for Android™

- You must have an Online Banking User ID and Password

- You must have a Blackhawk Bank App

*Bank is not responsible for any third-party software you may need to use Mobile Deposit and the use of said software is at your own risk. Bank is not responsible for any damage to your Mobile*



*Device resulting from downloading and using said software or engaging in mobile banking. You are engaging in Mobile Banking at your own risk.*

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

All right, title and interest in and to (a) any and all computer programs, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "**Software**"), and (b) any and all users guides, instructions and other documentation provided to, or used by, you in connection with the Mobile Deposit (everything in this clause (b), collectively, the "**Documentation**") shall be, and remain the property of Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, you may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

#### **Presentment**

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

#### **Ownership & License**

Bank retains all ownership and proprietary rights to Mobile Deposit: associated content, technology and the Mobile Deposit website.

#### **Disclaimer**

The use of Mobile Deposit and all its information and content (including that of third parties) is at your risk and is provided on an "as is" and "as

available" basis.

#### **Process for Returned Items**

Items deposited via Mobile Deposit and returned will be charged back to your account. Bank will supply a substitute check for all returned items as allowed in the Check 21 Act. The substitute check will become the legally acceptable check. Items returned may not be re-deposited using Mobile Deposit. There may be a fee of \$7 charged to your account to process Returned Items.

#### **Process for Reporting Errors**

Telephone our Client Services Department at 1.866.771.8924, during normal business hours, as soon as you can if you think there is an error in your Mobile Deposit. Please see the "Error Resolution Notice" found in the Online and Mobile Banking Agreement and Disclosure or on the back of your account statement for more information regarding how to resolve an error.

#### **Termination of Service**

Bank may terminate your use of the Mobile Deposit service at any time and for any reason, although your representations, warranties and obligations shall remain in full force and effect nonetheless. Without limiting the foregoing, your use of the Mobile Deposit service may be terminated if you breach any term of this Agreement, if you use the Mobile Deposit service for any unauthorized or illegal purposes, if your account is frozen, if you are suspected of fraud, if you have deposited the same item on more than one occasion, if your account is overdrawn, if your return check rate is not acceptable, if notice of legal or regulatory action against you has been received, if you have filed for bankruptcy, or you use the Deposit service in a manner inconsistent with the terms of any other agreement you may have with Bank.

#### **Indemnification and Liability: Third Party Claims**

You hereby indemnify Bank and each of its parents, subsidiaries and affiliates and respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "**Indemnified Party**") and, collectively the "**Indemnified Parties**") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the rules, (b) (i) Bank's provision of the Mobile Deposit service, (ii) Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules, provided, however, you are not obligated to indemnify Bank for any damages solely and proximately

caused by Bank's gross negligence or willful misconduct.

#### **Laws, Rules and Regulations**

You agree to comply with all existing and future operating procedures used by Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound.

#### **Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without reference to its conflict of laws provisions, and applicable federal law.

#### **Acceptance of These Terms**

Your use of Mobile Deposit constitutes acceptance of this Agreement.

This Agreement is subject to change from time to time.

Continued use of Mobile Deposit will indicate your acceptance of any revisions made to this agreement.

#### **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.

#### **ZELLE**

##### **Description of Services**

- a. We have partnered with the Zelle Network ("Zelle") to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a "User") using aliases, such as email addresses or mobile phone numbers (the "Service"). We will refer to financial institutions that have partnered with Zelle as "Network Banks."
- b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank.
- c. THE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

#### **Eligibility and User Profile**

When you enroll to use the Service or when you permit others to whom you have delegated to act on your behalf to use or access the Service,

*Continued next page*

you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account.

You agree that you will not use the Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Service to request money from anyone for any such payments.

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.

In order to use the Service, you must have an active debit card issued by Blackhawk Bank, and must be attached to an active checking account, US domestic deposit account only (no US territories).

#### **Consent to Share Personal Information (including Account Information)**

Subject to our Privacy Notice, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content including account information you provide to us for the purpose of providing the Zelle Service, and you hereby give us a license to do so. By submitting a Zelle transaction and using the Zelle Service, you represent that you have the right to grant such information to us for the purposes set forth in this Agreement.

#### **Privacy and Information Security**

We make security and the protection of your information a top priority. You can access our Privacy Notice at: Blackhawk Bank Privacy Notice .pdf.

This Privacy Notice is incorporated into and made a part of this Agreement by this reference.

#### **Wireless Operator Data**

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy <https://www.zellepay.com/privacy-policy>

for how it treats your data. See Blackhawk Bank's Privacy Policy at Blackhawk Bank Privacy Notice .pdf.

#### **Enrolling for the Service**

- You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol.
- Once enrolled, you may:
  - a. authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and
  - b. receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again

#### **Consent to Emails and Automated Text Messages**

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we may, Zelle may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf

to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.

- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- e. To cancel text messaging from us, send STOP to 53608. For help or information regarding text messaging, send HELP to 53608 or contact our customer service at 608.364.8924 or 866.771.8924 You expressly consent to receipt of a text message to confirm your "STOP" request.

#### **Receiving Money; Money Transfers by Network**

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Service, you have no ability to stop the transfer. By using the Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e. email, push notification).

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.

#### **Sending Money; Debits by Network Banks**

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. You may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Service. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the



payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e. email, push notification).

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

#### **Liability**

Neither we nor Zelle shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Service.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

#### **Send Limits**

Blackhawk Bank has established limits for sending money via Zelle. All limits are based on a rolling basis and do not have a scheduled time of reset.

Amount per transaction: \$500.00

Amount per processing day: \$500.00

Amount per processing week: \$1000.00

Amount per processing month: \$5000.00

Number of payments per day: 5

Number of payments per week: 15

Number of payments per month: 30

#### **Requesting Money**

You may request money from another User. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle guarantee that you will receive money

from other Users by sending a payment request, or that you will receive the amount that you request. Neither we nor Zelle accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

By accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any request for money that you send that is related to overdue or delinquent amounts.

You agree to receive money requests from other Users, and to only send requests for legitimate and lawful purposes. Requests for money are solely between the sender and recipient and are not reviewed or verified by us or by Zelle. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

For Small Business Customers, you may not send payment request to Out of Network Users enrolled with Zelle®.

#### **Transaction Errors**

If you have a question about a transfer that you received or expected to receive, then you should contact the sender first and attempt to resolve the issue. ALL QUESTIONS ABOUT TRANSFERS THAT YOU INITIATED USING THE SERVICE SHOULD BE DIRECTED TO THE BANK.

In case of errors or questions about your transactions facilitated through the Zelle service, please contact our Client Services Department at 608.364.8924, or toll-free 866.771.8924 during normal business hours of 8:00 a.m. to 6:00 p.m. CST Monday thru Friday and 8:30 a.m. to 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 Online Banking and clicking on Support.

You must contact us no later than 60 days after you received the first statement or receipt upon which the problem or error appeared.

#### **Your Liability for Unauthorized Transfers**

Please immediately notify us by contacting 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 Online Banking and clicking on Support.

IF YOU BELIEVE THAT THE SERVICE HAS BEEN USED TO MAKE AN UNAUTHORIZED WITHDRAWAL FROM YOUR BANK ACCOUNT, OR IF YOUR BANK STATEMENT OR TRANSACTION RECORD REFLECTS AN ERROR IN A MONEY TRANSFER USING THE SERVICE, CONTACTING THE BANK TO NOTIFY US DIRECTLY AND PROMPTLY MIGHT LIMIT YOUR RIGHTS UNDER YOUR ACCOUNT AGREEMENT AND APPLICABLE LAW.

See section LIMITS ON ONLINE AND MOBILE BANKING TRANSACTIONS in this Agreement to see more on your liability for unauthorized transfers.

#### **Liability for Failure to Complete Transfers**

The Bank has no liability for your losses or damages:

- If, through no fault of the Bank, the sender does not properly complete the transfer to your account.
- If, through no fault of the Bank, your account does not contain sufficient funds to make the transfer and the transfer would exceed any credit line or any overdraft protection for such account.
- If, through no fault of the Bank, or the Network Financial Institutions, the person that you are sending money to does not receive the email or text message containing a payment notification with instructions to enroll with Zelle.
- If the Service or Network Financial Institution's services weren't working properly, and the sender knew about the malfunction when the sender initiated the transfer.
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we've taken.

The list of examples set out in this Section is meant to illustrate circumstances under which the Bank would not be liable for a transfer not being completed and is not intended to list all of the circumstances where the Bank would not be liable.

#### **Fees**

The Bank charges no fees for your use of this Service to complete transfers. However, the Bank reserves the right to charge a fee in the future for any current Services, and Zelle may develop new uses or other services for Users and a fee may apply for such other users or services. You will be notified in advance of any fees in accordance with our amendment guidelines. The Bank has no responsibility for any fees that your mobile carrier may charge you in connection with your transactions through Zelle or any of

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our mobile services.

#### **Use of Our Online Site and/or Mobile App**

You agree to access this website and/or mobile app in compliance with this Agreement.

#### **Cancellation of the Service**

You may cancel the Zelle Service at any time by notifying us of your intent by calling us at 866.771.8924. Cancelling your use of the Service means we will inactivate your profile and login on our mobile app, and the email address or mobile number that you enrolled will no longer be eligible to send or receive money. At the time you instruct the Bank to cancel your use of the Service, any transfers in process using the Service will be completed to or from your bank account that was associated with your profile, but no new transfers will be initiated to or from that bank account through the Bank. You must re-enroll in the Zelle Service, to receive any subsequent payments sent to you after you cancel your use of the Service with us.

#### **Right to Terminate**

We reserve the right to terminate the Zelle service, in whole or in part, at any time with or without cause and without prior notice. In that event, we may (but are not obligated) immediately discontinue making previously authorized Zelle payment transfers, including any 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 Online Banking 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.

You or any other party to your account may terminate the use of the Zelle Service 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.

#### **Disclaimer of Warranties**

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

#### **Limitation of Liability**

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE;

(II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR

(IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THIS [AGREEMENT], YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

#### **Indemnification**

You acknowledge and agree that you are personally responsible for your conduct while using the Service, and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of this Agreement.

#### **Miscellaneous**

Subject to the terms of this Agreement, the Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle's control. Client Services is available during normal business hours of 8:00

a.m. to 6:00 p.m. CST Monday thru Friday and 8:30 a.m. to 12:30 p.m. CST Saturday, excluding Federal Holidays.

Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

#### **BUDGETING TOOLS**

You must first activate your online banking service to use the Budgeting Tools service. Use of the Budgeting Tools service indicates acceptance of terms and conditions set forth in this Agreement. This Agreement governs the use of the personal finance management tool described herein (Budgeting Tools or the "Service"), which is offered by and through the Bank. Please read this Agreement carefully and keep a copy for your records.

With our fully interactive online service, you may monitor any of your financial account relationships from any of your accounts at the Bank or from any other account held by you at another financial institution, referred to in this agreement as "Accounts", assuming, of course, that the financial institution has the ability to and permits you to release your financial information to Budgeting Tools and Blackhawk Bank.

#### **Introduction**

"Account" means any of your accounts at Blackhawk Bank or any other account held by you at another financial institution.

"The Bank", "we", "our", or "us" means Blackhawk Bank.

"Budgeting Tools" and/or "Service" means the personal financial management service that Blackhawk Bank makes available through our Online and Mobile Banking, provided by (Geezo.com). The Service includes analyzing your personal finances through the Account information you provide, and the impact of various strategies on them.

#### **Information Authorization**

We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your accounts, are not using our Service in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering".

The Bank reserves the right, in its sole discretion, to determine if you are eligible and approved for the Service. If you are approved for the Service, we may periodically verify the Accounts that you add to the Service. You authorize us to validate the Accounts.

Once the validation is complete, we may also verify the Account by requiring you to submit proof of ownership of the Account.

#### **User Content**

Subject to our Privacy Notice, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to us for the purpose of providing the Service, and you hereby give us a license to do so. By submitting Content, you represent that you have the right to grant such Content license to us for the purposes set forth

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in this Agreement.

### **Accounts**

You understand and agree that, at all times your relationship with us and each Account provider is independent of us and your use of the Service. We will not be liable or responsible for any acts or omissions by the financial institution or other provider of any Account, including without limitation any modification, interruption or discontinuance of any Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO THE SERVICE FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES, OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS;

(2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (5) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for the Service. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your Account or those imposed by applicable law.

### **Business Days**

The Service will monitor transactions on business days. Our business days are Monday through Friday. Holidays and Observed Holidays are not included.

### **Authorization and Limitations**

You authorize us to access your personal financial information for each account you request the Bank to include in the Service.

### **Termination and Reinstatement of the Service**

In the event that we at any time incur a problem with your use of the Service, including, without limitation, attempting to include Accounts you are not authorized to access, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use the Service immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of the Service by contacting us using any of the methods provided for under the Agreement. We reserve the right to, at

our discretion, grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we at our sole discretion may thereafter restore your ability to use the Service.

### **Your Responsibility for Errors**

You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree Blackhawk Bank shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or mis-information in the information that you provide.

You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

### **Proprietary Rights**

You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer, or reverse compile the Service.

### **No Unlawful or Prohibited Use**

As a condition of using the Service, you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

### **Security Procedures**

You understand that the financial institution at which an Account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide

to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such Account.

### **Deviating from Security Procedures**

You agree to allow us to authorize any financial institution at which you have an Account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your Account information based solely on these communications.

### **Account Number Policy**

If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.

### **Joint Account Holder**

In submitting your application for the Service, you confirm that, if any of your Accounts is a joint account, your joint account holder has consented for you to use your Accounts for the Service.

### **Means of Transfer**

You authorize us to select any means we deem suitable to provide your instructions to the applicable financial institution. These choices include banking channels, electronic means, mail, courier, or telecommunications services, intermediary financial institutions and other organizations. You agree to be bound by the rules and regulations that govern the applicable systems, such as the automated clearing house (ACH) as published by the National Automated Clearing House Association (NACHA).

### **Our Liability**

If we fail to provide the Service in accordance with the terms and conditions of this agreement, we shall be responsible for correcting improper Account information. We are not responsible or liable for incomplete, incorrect, failed or late Account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no other event be liable for any losses, fees, overdraft charges or damages other than those arising from our breach of a representation or warranty provided herein.

You agree that your use of the Service constitutes authorization for us to obtain information related to your Accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if, you suffer a loss based on the accuracy of information



provided to you through Budgeting Tools.

You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including without limitation acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.

#### **Limitation of Warranty and Liability**

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS: AND, WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST

OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **Indemnification**

You agree to indemnify, defend and hold harmless Blackhawk Bank, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising directly or indirectly from: (a) your use of the Service; (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms under this Agreement including, but not limited to, any breach which results in the unauthorized and/or non-permissible use of information obtained via Blackhawk Bank's online banking service or Budgeting Tools; and/or (e) your infringement, or infringement by any other user of your account(s) at our web site, of any intellectual property or other right of any person or entity.

#### **Miscellaneous**

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Agreement.

#### **Termination**

You may terminate the use of Budgeting Tools or any service within Online Banking by contacting Blackhawk Bank in writing by mail, e-mail, or personal delivery. If your account is closed or restricted for any reason, Online Banking accessibility will terminate. Blackhawk Bank may terminate the Budgeting Tools service any time with or without notice.

#### **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 Online Banking 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 Online Banking 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 Online Banking 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. to 6:00 p.m. CST Monday thru Friday

and 8:30 a.m. to 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 Online or Mobile Banking and selecting Support.

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#### Banking Centers:

Beloit	2200 Cranston Road	608.364.8900
Beloit	400 Broad Street	608.364.8911
Janesville	2525 Milton Avenue	608.314.0084
Roscoe	5506 Clayton Circle	815.623.3323
Machesney Park	9609 Forest Hills Road	815.639.0777
Rockford	2475 N. Perryville Road	815.636.4371
Rockford	3101 11th Street	815.986.7174
Belvidere	2141 N. State Street	815.544.0777
Richmond	9705 Prairie Ridge Road	815.678.2265
McHenry	3814 West Elm Street	815.385.5400
Island Lake	660 East State Road	847.526.1770
St. Charles	460 First Street	630.443.3981



**608.364.8911 | 800.209.2616**  
**blackhawkbank.com**

MEMBER FDIC  EQUAL HOUSING LENDER

Revised 12.2021

