

Terms and Conditions for Online Banking, Mobile Banking and Mobile Deposit

To use Online Banking registration and to access the Service, you must accept this Online Banking Agreement (the "Agreement") between The Equitable Bank (the "Bank," "we," "us" or "our") and each customer enrolled in the Online Banking service ("you," "your" or "yours").

This Agreement contains the terms and conditions that apply to your use of the Service. The terms and conditions contained in this Agreement are in addition to any and all terms, conditions, rules and regulations that apply to any accounts, including the Account(s), or services you obtain from the Bank. Your registration for use of the Service constitutes your acknowledgment and agreement with the terms and conditions of this Agreement.

The Bank reserves the right to change the terms and conditions of this Agreement at any time. When material changes are made, we will update this Agreement and send you a notice at the address shown on our records, or we may notify you by email. Revised terms and conditions shall become effective at the earliest date allowed by applicable law or regulation. It is your responsibility to review the Agreement from time to time to be aware of any modifications. Your continued use of the Service will indicate your agreement to any such modification.

This Agreement provides consumer protections for our customers who use the Service for personal, family or household purposes. For business Accounts, such protections do not apply. To complete your Online Banking registration, read this Agreement and click the "Accept" button at the end of this Agreement. Please note that you must click the "Accept" button to process your application.

Please be advised that by clicking on the "Accept" button, you are consenting to receive the Electronic Disclosures discussed herein electronically.

I. Definitions

- Account(s) – are your deposit and other accounts, including checking, savings, money market accounts, CDs and IRAs, with us that may be accessed via Online Banking.
- Account Agreement(s) – are your agreements with us governing your Accounts.
- Bill Payment Account(s) – is the Account(s) you have designated for us to debit with respect to Payees in connection with Bill Payment.
- Bill Payment – is the service function that allows you to pay or transfer funds to designated Payees based upon your instructions to us via a personal computer or your Mobile Device.
- Online Banking – is the Internet-based service that provides access to your Accounts with us.
- Electronic Disclosures – are those disclosures discussed in the section of this Agreement entitled "Online and Mobile Banking Services Electronic Disclosure and Consent."
- Mobile Account – is an Account that you have enabled to be accessed from your Mobile Device.
- Mobile Banking - permits you to obtain information about your Mobile Accounts, make transfers and Mobile Deposits and view alerts with your Mobile Device.
- Mobile Device – is a cell phone or other handheld device that can send and receive information using Mobile Banking. Information concerning the

requirements for Mobile Devices can be found on our website, which may be updated from time.

- Mobile Deposit – is a deposit to your Mobile Account via your Mobile Device.
- Payee – is any individual, bank, educational institution, company, merchant or other business entity you wish to pay using Bill Payment.
- Service - means collectively the Online Banking and Mobile Banking services provided under this Agreement.

II. Access to the Service

I. Eligibility and Security Code:

To activate the Service, you must have at least one Account with us. You must enroll in Online Banking to use Mobile Banking. If you are logging in to Online Banking for the first time, you will be able to select an Online Banking identification (“ID”) and password (collectively, a “Security Code”). Your ID may be up to eighteen (18) characters of any combination of letters, numbers or special characters. Passwords may contain a minimum of seven (7) and a maximum of sixteen (16) characters (alpha and numeric). Special characters such as punctuation marks (#, @, *, etc.) cannot be used in passwords. Passwords also cannot read the same backward and forward. Please note that your Security Code is case sensitive. For security purposes, we recommend you memorize your Security Code and do not write it down.

We may require you to change your Security Code from time to time. By entering into this Agreement and using Online Banking, you agree to protect the security of your Security Code and any other numbers, codes, marks, signs, tokens, or other means of identification of you as an Online Banking client. Any person having access to your Security Code will be able to access Online Banking and perform all transactions, including reviewing information and making transfers.

Your ID and password can remain in your browser's cache and anyone could gain access to your account if you leave your browser unattended. For that reason, we recommend you always use the “Logout” button to exit Online Banking and close out your browser once you have completed your session, anytime you walk away or when you open another browser. When activating Online Banking, you will be given the option to register your computer as a computer that you trust and use regularly. Do not register any computer with Online Banking that you do not control or that is accessible to the public.

Upon registration, you will also be required to provide answers to a series of challenge questions. The challenge questions may be used to verify your identity when you are logging in from a computer that has not been registered with Online Banking.

II. Security

Online Banking utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet.

- Encryption – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement. Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked.”

- Certificate Authority – The servers hosting Online Banking have been certified by a Certificate Authority to assure you that you are actually talking to the Bank instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the Certificate Authorities key may have expired. You will need to update your browser. By clicking on the lock, you can view the certificate to ensure it is valid.
- Cookies – When you use Online Banking, a persistent encrypted cookie will be passed to your computer to confirm your identity. This cookie enables us to process multiple transactions during the session without you having to provide your Security Code for each individual transaction; however, it will challenge you with security questions when you request certain transactions or reach certain limits. You should ensure that your browser will accept persistent cookies. Your security is enhanced by the acceptance of the cookies, which is stored on your computer's hard-drive.
- Additional Security Guidelines – You should sign-off after every Online Banking session; however, online sessions will automatically end after 20 minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in. When you return to your computer, you will be prompted to re-enter your Security Code and your session will continue where you left off.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore, we recommend that you refrain from accessing Online Banking on a public computer.
- Routinely scan your computer, servers and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your computer's operating system and browser fully patched for critical security issues. We recommend your use of the most current, fully patched, versions of Internet browsers for accessing Online Banking.
- If you use wireless Internet access, turn on the encryption.
- You are only allowed four (4) login attempts before your access to Online Banking will be locked out. If you successfully log in to Online Banking, the counter for password attempts will be reset. If you are locked out of your account, please contact us by one of the methods listed in this Agreement to regain access to Online Banking. New passwords must have a minimum of four (4) characters that are different from the old password to be accepted.
- Be cautious of emails you are not expecting and that ask for your personal information (e.g. ATM card number, ID). We will never ask for your personal information through email. If you are ever contacted by anyone asking for your Security Code, you should refuse and immediately contact us. You may be the target of attempted identity theft.

We are not responsible for any damage to your computer, modem, telephone, Mobile Device or other property resulting from the use of the Service, including damage from any electronic virus, worms, Trojan Horses or other similar harmful components that you may encounter. You are solely responsible for the proper installation, configuration, and maintenance of any intrusion detection system that you may use, and we will not be responsible if any non-public personal

information is accessed via the Service due to any virus residing or being contracted by your computer or your Mobile Device at any time or from any source.

III. Access:

The Service is generally accessible twenty-four (24) hours a day, seven (7) days a week, except during maintenance periods or periods during which it is otherwise not operable, such as Bank holidays. We may modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of fees you have paid. You may access only those Accounts through the Service for which you are an authorized signer.

In addition, your current and available account balances are updated every time you enter Online Banking. Up-to-date transaction history will generally be available after 8:00 a.m. (Central time) on business days.

IV. Equipment and Software Requirements:

- Online Banking – To use Online Banking, you need a computer with a modem and a web browser. We generally support all current and major releases of Internet browsers; however, some browsers may not be supported. When browsing in a supported browser, the browser will display a locked padlock icon at the bottom. If not secure, the padlock will appear unlocked. You should also have software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader. You are responsible for the selection, set-up, and maintenance of all systems, hardware, software and Internet service provider and for any defect, malfunction or interruption in Online Banking.
- Mobile Banking – To access Mobile Banking, you must have a Mobile Device. Depending on the Mobile Device and telecommunications carrier you use, you may be required to download and install an application or other software to your Mobile Device (a "Mobile Application") to access and use Mobile Banking. It is solely your responsibility to download and install any Mobile Application that is required to access Mobile Banking. We have no responsibility to notify you of any changes to or new releases of any required Mobile Application, and we have no liability for any claims or damages arising from or relating to your failure to download and install any required Mobile Application, either initially or in connection with any upgrade to Mobile Banking. You agree that any Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking. Any Mobile Application is licensed to you "AS IS" without any warranty. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You release us, our service providers, affiliates and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application, and you may not redistribute any Mobile Application.

III. Online Banking

I. Description of Services:

You may use Online Banking to perform the following functions:

- Access any Account under the same social security number you provided when you registered.
- Check your current account balances and see your transaction history.
- Transfer money between your Accounts.
- Access your consumer, home equity and mortgage loan balances and history and make consumer and mortgage loan payments from an Account.
- Verify if a check, Debit Card, ATM card, Mobile Deposit or direct deposit transaction has cleared.
- Make Bill Payments
- Exchange data with personal financial management software, such as Microsoft Money®. Your ability to access and transfer to and from Accounts may be restricted by your relationship to the Account. As an example, beneficiaries will not have access to Account information. There may also be restrictions on the number of transfers you can make from certain Accounts. We may add or remove certain features and/or functionality to Online Banking from time-to-time. Some services available through Online Banking are optional and may require you to enter into separate agreements.

II. Internal Transfers:

- Amounts – You may request the internal transfer of any available funds in your Account(s). If your Account(s) have a minimum balance requirement you will not be allowed to transfer any amounts that would cause your account balance to drop below the minimum Account balance.
- Processing Internal Transfers – Transactions performed after 8:00 p.m. (Central time) Monday through Friday, after 5:00 p.m. (Central time) on Saturdays or at any time on Sundays will be processed the following business day. If you initiate a transfer through Online Banking after our cut off times, you will receive a message stating that your transfer has been completed; however, the transaction will not be able to be viewed in history until the following business day. If you schedule an internal transfer for a future date, we will process the transaction on that date. However, if the date you request for a future internal transfer is not a business day, we will process the transaction on the following business day.
- When you schedule an internal transfer using Online Banking, you authorize us to withdraw the necessary funds from your Account. For internal transfer requests that are made electronically, we deduct the amount of your internal transfer from your Account on the date we process your instruction.
- Please be aware that checks, ATM and Debit Card activity will occur before transfers that are made during offline processing hours. Specifically, transfers will be processed at 1:00 a.m. (Central time) on business days. If the account from which the transfer is being made does not contain sufficient funds to complete the transfer, up to two additional attempts (one attempt on each of the subsequent business days) will be made to complete the transfer. No further attempts will be made.
- Canceling Internal Transfers – You may cancel a pending internal transfer. However, to do so, we must receive your cancelation request before the cut-off time on the date the transfer is scheduled to be processed. If we do not receive your instruction to cancel a transfer before that time, we may process the transfer.
- Multiple Funds Transfer Requests – If more than one transfer request from or between Accounts is made at or about the same time and the available funds in the applicable Account do not cover all of such transfer requests, we, at

our option, may execute as many of such transfer requests as possible within the dollar limits of such available funds, in any order convenient to us.

- Periodic Statements – We give each internal transfer made through Online Banking a confirmation number. This number appears on the periodic statements for both Accounts. You may review internal transfers by viewing your Account activity within Online Banking.

We recommend that you not request internal transfers from a savings/money market deposit account through Online Banking because federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from these accounts. Under these regulations, you are limited to a total of six (6) preauthorized or telephone transfers per month from savings and money market deposit accounts, including Online Banking, checks and point-of-sale transactions. Each fund transfer through Online Banking from your savings or money market deposit account is counted as one of the six (6) limited transfers you are permitted each month.

III. Bill Payment:

If you select the Bill Payment function, you can pay bills either on an automatic, recurring basis or periodically as you request. You need to provide us with the name and address of the Payee (i.e., the person you want to pay), your account number with that Payee and any other information we require to properly debit your Bill Payment Account and credit your account with the Payee. We may refuse to allow you to designate a particular Payee or class of Payees.

IV. How Bill Payments Are Made:

We process your Bill Payment requests through Online Banking in one of the following ways:

- We may send Bill Payments through an electronic transmission to the Payee. Payees who receive electronic delivery will receive your Bill Payment information, including your account number, through a computer link. Bill Payments made electronically are generally received and credited by most Payees within two (2) business days;
- We may send Bill Payments by a check drawn on your Bill Payment Account and mailed to the Payee. We send all checks through the U.S. mail. Please allow seven (7) business days for Bill Payments issued as checks.
- From time to time, we may receive instructions from a Payee that direct us, in order to ensure the timely processing of your Bill Payment, to send your Bill Payment to an address other than the one that you provided us, or that direct us to make your Bill Payment electronically rather than by check, to an account owned by the Payee at another bank. When we receive such Bill Payment instructions from the Payee, we may, in our sole discretion, follow those instructions with no further authorization from you.

Since Bill Payments may be processed in different ways, it is important for you to schedule your Bill Payments within the time frame specified below to ensure the timely processing of your Bill Payment.

- Amounts – You may use the Bill Payment service with any Account that is a checking account. You may make Bill Payments in any amount between \$.01 and \$9,999,999.00.
- Processing Bill Payments – Bill Payment requests, recurring or one time, received after 8:00 p.m. (Central time) Monday through Friday, after 5:00 p.m. (Central time) on Saturdays or at any time on Sundays will be processed the following business day. Recurring Bill Payments that fall on a day that is not a

business day will be processed on the business day immediately preceding the scheduled Bill Payment date.

- When you schedule a Bill Payment using Online Banking, you authorize us to withdraw the necessary funds from your Bill Payment Account. For Bill Payment requests that are made electronically, we deduct the amount of your Bill Payment from your Bill Payment Account on the date we process your instruction. If a Bill Payment request is processed as a check drawn on your Bill Payment Account, we deduct the amount of your payment when the item clears your Bill Payment Account. To help ensure that your Bill Payments arrive on time, you must schedule your electronic Bill Payments to be processed at least (2) business days before the payment due date and check payments at least seven (7) business days before. This generally allows sufficient time for the Payee to receive and post your Bill Payment. If you do not have sufficient funds in your Bill Payment Account when a Bill Payment request is made, we may in our discretion, refuse to process such Bill Payment or process such Bill Payment subject to the overdraft and non-sufficient fund provisions governing your Bill Payment Account. You are responsible for any non-sufficient funds and overdraft charges that apply if a Bill Payment is processed when there are insufficient funds in your Bill Payment Account.
- Adding Payees – When you add Payees to the Service, you must be sure to enter your account number and address as they appear on your payment stub or invoice.
- Occasionally a Payee may choose not to participate in the Bill Payment services, or may require additional information before accepting payments. We work with these Payees to encourage them to accept an electronic or check payment from us. If we are unsuccessful, or if we believe that the Payee cannot process payments in a timely manner, we may decline to make future payments to this Payee. In the unlikely event that this occurs, we will send you a notice. We may refuse to make payments to certain Payees (such as government agencies and Payees outside the United States)
- Canceling Bill Payments – You may cancel a pending Bill Payment transaction. However, to do so, we must receive your instruction to cancel before the cut-off time on the date the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.
- No Signature Required – When using the Bill Payment service, you agree that we, without prior notice to you, may debit your Bill Payment Account(s) to pay checks that you have not signed by hand or by a legally acceptable form of electronic signature (e.g., digital signature).

V. Links to External Websites:

For the convenience of our customers, Online Banking may contain links to other web sites not owned or managed by the Bank. We are not responsible for the content in such websites, and such websites are not investigated, monitored, or checked for accuracy by us.

V. Access to Home Equity Line of Credit:

Access to your Home Equity Line of Credit through Online Banking is equivalent to accessing your Home Equity Line of Credit by check; however, there can be no stop payment orders issued and the minimum orders issued and the minimum dollar amount for each loan remains applicable.

VII. Additional Business Services:

Business Accounts may have different services available to them like the ability to originate ACH transfers. These services are provided under separate agreements. Please contact the Bank for more information about the different services available for business Accounts.

IV. Mobile Banking

I. Registration for Mobile Banking:

To access Mobile Banking, you must register for Mobile Banking while logged on to Online Banking or through your Mobile Device. As part of the registration process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device and the telecommunications carrier that provides service to your Mobile Device. It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. It is also your responsibility to update such information as necessary to ensure that the information you have provided to us is current and accurate, including the telephone number and telecommunications carrier for your Mobile Device, your name, address, other phone numbers, and email address. We reserve the right to refuse or cancel your registration for Mobile Banking if we cannot verify information about your Mobile Device.

Once you have registered, your Mobile Device may be used to access Mobile Banking. You are responsible for maintaining the security of your Mobile Device. You acknowledge that your Mobile Device is subject to the same security risks as computers that are attached to the Internet and agree that it is your responsibility to maintain anti-virus and anti-spyware programs on your Mobile Device. Except as otherwise provided in this Agreement, you are responsible for all transactions made using your Mobile Device. Mobile Banking will display sensitive information about your Mobile Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information.

By participating in Mobile Banking, you agree that Mobile Banking may require the use of your Mobile Device's data and text messaging capabilities. You agree that we are not responsible for any charges you may incur while using Mobile Banking. Message and data rates may apply. For help, text "HELP" to 48179. To cancel, text "STOP" to 48179 at any time. In case of questions, please contact customer service at (414) 475-1690 or visit our website.

II. Limitations on Mobile Banking:

The balance of a Mobile Account may be subject to change at any time, and the information provided to you through Mobile Banking may become quickly outdated. Because Mobile Banking is accessible only through your Mobile Device, your access to Mobile Banking may be limited by the service provided by your telecommunications carrier. Neither we nor any of our service providers and affiliates guarantee: (i) either the delivery or the accuracy of any information requested or provided through Mobile Banking; or (ii) that you will have continuous or uninterrupted access to Mobile Banking. We are not responsible for any delay, failure or error in the transmission or content of the information provided through Mobile Banking. Neither we nor any of our service providers and affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through Mobile Banking, from any inaccurate information provided through Mobile Banking, from your use of or reliance on any information provided through Mobile Banking, or from your inability to access Mobile Banking. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your Mobile Device service provider or any app store.

Additionally, not all of the products, services or functionality described on Online Banking or in this Agreement are available when you use a Mobile Device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a Mobile Device. We reserve the right to determine your eligibility for any product, service or functionality at any time.

III. Uses and Functions of Mobile Deposit:

- The text Account Access – With the Mobile Banking service, you may use your Mobile Device to:
- View balances and recent transactions for each Mobile Account;
- Make immediate, one-time transfers of funds between your Mobile Accounts, subject to the terms governing transfers set forth in this Agreement
- View alerts as long as you have enabled the option through Online Banking; and
- Make Mobile Deposits, subject to the Terms and Conditions: The Equitable Bank, SSB Mobile Banking and Mobile Remote Deposit Capture.
- Although the Mobile Banking Service allows you to make one-time transfers, you cannot schedule future or recurring transfers through your Mobile Device. A transfer, requested through your Mobile Device, cannot be stopped.

You may also access additional non-transfer services through Mobile Banking, such as a service to assist you in locating our nearest branch or ATM.

- Text Messaging – The text messaging function enables you to access your Mobile Account(s) through a Mobile Device with text messaging capabilities. By registering a Mobile Device for this function, you agree to receive and send electronic text messages about your Mobile Accounts and/or request certain information on your Mobile Account(s). We will send text messages to you based upon the instructions you provide at the time of the text message request. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include certain information about your Mobile Account requested by you. You may request and receive text messages concerning your Mobile Accounts on any text-enabled Mobile Device. It is your responsibility to determine if your wireless carrier provider supports text messaging and your Mobile Device is capable of receiving text messages. Our text messages are subject to the terms and conditions of your agreement with your service provider even if your use of the text messaging service results in additional or changed fees.

Once you activate your Mobile Device for this service, you are responsible for keeping any personal information in your Mobile Device secure. For your protection, you agree to:

- Log on to Online Banking and cancel your text message service if your Mobile Device is lost or stolen and contact us immediately;
- Log on to Online Banking and cancel or edit your text message service if there are changes to your wireless carrier provider or Mobile Device number (i.e., cell phone number); and
- Erase your “Sent Messages” and “Inbox” that may contain your text message access number or other personal information.

You acknowledge, agree and understand that your receipt of any text messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any

message(s). You agree not to hold us liable for any losses, damages or costs that may arise in whole or in part, from:

- Non-delivery, delayed delivery, or the misdirected delivery of any message;
- Inaccurate or incomplete content in any message; and
- Your reliance on or use of the information provided in any text message for any purpose.

We provide this service as a convenience to you. We do not use text messaging for any purpose not included in Mobile Banking and will not respond to text messages sent to us that do not comply with appropriate action codes. A text message does not constitute an official record for the Mobile Account to which it pertains. We reserve the right to terminate this service or begin charging a fee for this service at any time without prior notice to you, except where required by law.

VI. Mobile Deposit:

Once you enroll in Mobile Banking, if you have a Mobile Device equipped with an auto-focus camera, you may begin using Mobile Deposit as long as your Mobile Account is in good standing and you accept the terms and conditions governing Mobile Deposits set forth in the Terms and Conditions: The Equitable Bank, SSB Mobile Banking and Mobile Remote Deposit Capture. We reserve the right to change, suspend, or revoke services at any time without prior notice.

V. Provisions Applicable to Business Accounts Only:

Unless you notify us immediately that your Mobile Device is subject to unauthorized use or that you suspect unauthorized transactions on a Mobile Account, we are entitled to rely on and deem the use of your Mobile Device to gain access to the Service as your authorization for every transaction involving your Mobile Accounts that are Business Accounts.

V. Fees

Please refer to the schedule of fees contained or referenced in your Account Agreement. You authorize us to automatically debit the primary Account designated by you for all fees due hereunder.

While we do not charge you any fee to register for or access the Service, you may incur charges to receive Internet, cellular or other data services on your Mobile Device or to connect to the Internet through your personal computer. You may also incur charges from your telecommunications carrier when sending and receiving information in connection with your use of Mobile Banking. We reserve the right to begin charging fees for the Service at any time and in our sole discretion.

VI. Provisions Applicable to Consumer Accounts Only

I. Responsibilities of the Consumer:

- Authorized Use of Services by Other Persons – You are responsible for keeping your Security Code confidential. We are entitled to act on a transaction and other instructions received using your Security Code, and you agree that the use of your Security Code will authenticate your identity and verify the instructions you have provided to us for the transaction(s). If you authorize other persons to use your Security Code in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you

have revoked the authorization and changed your Security Code. You are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your consumer Account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your Security Code.

- We will never contact you via email or telephone requesting your Security Code. If you are ever contacted by anyone asking for your Security Code, you should refuse and immediately contact us. You may be the target of attempted identity theft.
- Reporting Unauthorized Transactions – You should notify us immediately if you believe your Security Code has been lost or stolen or that someone has transferred or may transfer money from your consumer Account without your permission, if the phone number for your Mobile Device is changed or service is terminated, if you believe that your Mobile Device has been lost or destroyed or that your Mobile Device or any Mobile Accounts have been accessed or used without your authorization or if you suspect any fraudulent activity on your consumer Account. To notify us call (414) 476-6434 between the hours of 8:30 a.m. and 5:00 p.m. (Central Time), Monday through Friday (except Bank holidays) or write: The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226. You should also call the number, contact us electronically, or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.
- Consumer Liability for Unauthorized Transactions – Tell us AT ONCE if you believe your Security Code has been lost or stolen, or if you believe that a transfer has been made without your permission using information from your check or Mobile Device. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your consumer Account.
- If you tell us within two (2) business days after you learn of the loss or theft of your Security Code, you can lose no more than \$50 if someone used your Security Code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Security Code, and we can prove that we could have stopped someone from using your Security Code without your permission if you had told us, you could lose as much as \$500. If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise delivered to you, you may not get back any money you lost after the sixty (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.
- Resolving Errors or Problems – In case of errors or questions about your transfers, telephone us at (414) 476-6434 between the hours of 8:30 a.m. and 5:00 p.m. (Central Time), Monday through Friday (except Bank holidays) or write us at The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226. Notify us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When providing us with notice of any error or problem, please include: (i) your consumer Account number (if any), (ii) a description of the error on the transfer and an explanation why you believe the transfer was an error; (ii) the dollar amount of the suspected error; and (iv) any additional information we may

need. If you tell us orally we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the transfer involved a new consumer Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new consumer Account) to investigate your complaint or question. If we decide to do this, we will credit your consumer Account within ten (10) business days (twenty (20) business days if the transfer involved a new consumer Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your consumer Account. Your consumer Account is considered new for the first thirty (30) days after the first deposit is made unless each of you already has an established account with us before this consumer Account was opened. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and debit any funds credited to your account. You may ask for copies of the documents that we used in our investigation.

- Your Email Address – You are responsible for providing us with your current email address. You may update your email address at any time through Online Banking. It is important that you update your email address with us; otherwise, you will not receive email notification of changes to your Online Banking.

II. The Bank's Liability for Failure to Make Transfers:

If we do not complete a transfer to or from your consumer account on time or in the correct amount, or cancel a transfer that was properly requested, according to our agreement with you, we are liable for your losses or damages. There are some exceptions to our liability for processing transactions on your consumer Accounts. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough money in your consumer Account to make the transfer;
- The transfer would go over the credit limit on your overdraft line;
- The funds in your consumer Account were attached or the transfer cannot be made because of legal restrictions affecting your consumer Account;
- The systems, including Online Banking, Mobile Banking, your Mobile Device or your cellular or wireless service, were not working properly and you knew about the breakdown when you started the transfer;
- Circumstances beyond our control, such as interruption of telephone or wireless service or telecommunication facilities, flaws in your Mobile Device, computer or a natural disaster, such as a fire or flood, prevent the transfer, despite reasonable precautions that we have taken;
- You have not provided us with the complete and correct payment information;
- You have not properly followed the instructions for using the Service;
- You have failed to download and/or install any required mobile application;
- Your Mobile Device or computer fails or malfunctions; or
- Your operating system or software was not properly installed or functioning properly.
- There may be other exceptions stated in our Account Agreement with you.

Our sole responsibility for an error will be to correct the error, and in no case will we be liable for any indirect, special, incidental or consequential damages. In states that do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the extent permitted by applicable law.

III. Things for Which We Will Not Be Responsible and Further Limitations on Our Liability. We will not be responsible for the following matters, or for errors or failures of the Service:

- The We will not be liable under this Agreement for failure to provide access or for interruptions in access to the Service due to a system failure or due to other unforeseen acts or circumstances.
- We will not be responsible for any errors or failures from any malfunction of your computer, Mobile Device or any virus or other problems related to your computer equipment or Mobile Device used with the Service.
- We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser, your Internet service provider, your personal financial management or other software (such as Microsoft Money®), your Mobile Device or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Service.
- We are not responsible for any transactions you initiate or authorize using Mobile Banking. If you allow any person to obtain or to use your Mobile Device, you will have authorized that person to access your Mobile Accounts and you are responsible for any transactions that person initiates or authorizes from your Mobile Accounts and any agreements that person accepts or acknowledges electronically through Mobile Banking.

WE MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICE, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We do not and cannot warrant that the Service will operate without errors, that any or all functions will be available and operational at all times, that the results that may be obtained from the Service will be accurate or reliable or that any errors in the Service will be corrected.

You can contact us at (414) 475-1690, or send a text message with the word "HELP" to this number: 48179. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt-out of the program via SMS. Just send a text that says "STOP" to this number: 48179. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

II. Confidentiality:

We will disclose information to third parties about your consumer Account or the transfers you make:

- Where it is necessary for completing transfers, or
- To verify the existence and condition of your consumer Account for a third party, such as a credit bureau or merchant, or
- To comply with government agency or court orders, or
- If you give us your written permission.
- For more information on our privacy policy, go to www.TheEquitableBank.com.

VII. Provisions Applicable to Business Accounts Only

I. Indemnification:

Business Account holders and their authorized users agree to defend, indemnify and hold harmless the Bank and its service providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or

indirectly resulting from: (i) the processing of any request received by the Bank through the Service, (ii) any breach of the provisions of this Agreement; (iii) any dispute between you and any third party in connection with the use of the Service; and (iv) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive the termination of this Agreement.

II. Errors and Questions:

Your transactions will be reflected on your account statements. You must regularly and promptly review and verify all such statements, reports, check payment records, confirmations, adjustments, charges, and other transactions. You must, within a reasonable time, which in no event shall be greater than fourteen (14) business days following the day we first mail or otherwise make such statement or information available to you, notify us of any error or discrepancy between your records and any notice or statement provided to you or any transaction or transfer you believe was not authorized. You will provide us with any information we may reasonably request in connection therewith. If you fail to notify us of such unauthorized transactions within the fourteen (14) business day review period, the failure to report any such errors or unauthorized transactions shall relieve us of any liability for the unreported erroneous or unauthorized transaction. In accordance with NACHA rules, you must report an unauthorized ACH debit entry to the Account by the established deadline on the business day following the settlement date of the unauthorized entry. Otherwise, your sole recourse is to the originator of the transaction.

In case of errors or questions, call (414) 476-6434 between the hours of 8:30 a.m. and 5:00 p.m. (Central Time), Monday through Friday (except Bank holidays) or write: The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226.

VIII. Termination

The Service remains in effect until terminated by you or us. You may cancel the Service by providing us with thirty (30) days' prior notice in writing or by writing to us at The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226, or by calling us at (414) 476-6434 between the hours of 8:30 a.m. and 5:00 p.m. (Central Time), Monday through Friday (except Bank holidays). This cancellation applies only to the Service and does not terminate your other relationships with us.

We may terminate your participation in the Service for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so. Your access to the Service will be automatically terminated after ninety (90) days of inactivity. Should you choose to re-enroll after being terminated, you should use the "First Time Log In" button.

REMINDER: Your termination of the Service will automatically terminate any pending transfers.