

Other Provisions for Online Banking, Mobile Banking and Mobile Deposit

I. Electronic Notice:

With your consent, we may send notices to you by email. You may use email to contact us about inquiries, maintenance, and/or some problem resolution issues. However, please note that email is not a secure form of communication and should not be used to communicate sensitive information to us. We may not immediately receive any email sent by you. We will need a reasonable opportunity to take action or respond to email requests. You CANNOT use email to transfer funds, report unauthorized transactions or report unauthorized use of your Security Code. You MUST notify us at the phone number or address listed in the Agreement in the event of an unauthorized transaction or use.

Consequently, we recommend you do not send confidential, personal, financial or time-sensitive information by email. There may be times when you need to speak with someone immediately, especially to report a lost or stolen Security Code. In these cases, do not use email. Instead, you must call 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).

II. Ownership:

The Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s), and the content, information and offers on our website are copyrighted by the Bank and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

III. Electronic Notice:

With your consent, we may send notices to you by email. You may use email to contact us The Service described in this Agreement and any application for consumer credit, deposit services and brokerage services available at our website are solely offered to citizens and residents of the United States of America residing in the United States of America. U.S. citizens and residents may not be able to access the Service outside the United States of America.

VI. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflicts of law provisions.

V. Scope of Agreement; Enforceability:

This Agreement represents our complete agreement with you relating to our provision of the Service. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this Agreement.

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

VI. Dispute Resolution:

Any dispute between us with respect to any issue arising out of, or relating to this Agreement in any manner, excluding any claim for any amounts due to us hereunder, will be determined by arbitration. Arbitration will be conducted before an arbitrator chosen as follows: either we will together agree on a mutually acceptable arbitrator, or we will each select one arbitrator and these two arbitrators will choose a third arbitrator who will act as arbitrator hereunder. The arbitrator's decision will be rendered within thirty (30) days of the closing of the hearing record. The arbitration proceedings conducted hereunder will be conducted in the city where our main office is located, and each party will bear its own costs. The arbitration will be conducted in accordance with the rules of the American Arbitration Association or JAMS, at the discretion of the party submitting the claim. The exclusive venue for any and all proceedings commenced with respect to arbitration of any issue arising out of or relating to the Agreement, including without limitation the breach thereof, will be the Circuit Court for the county where our main office is located. No award of punitive damages by the arbitrator(s) may be enforced.

VII. Online and Mobile Banking Services Electronic Disclosure and Consent:

By clicking the "Accept" button, you agree that we may provide you with all disclosures, notices, and other communications about the Service, including this Agreement and any future amendments, in electronic form. We may notify you of any future notices by sending an alert to the email address you provide as part of your enrollment in the Service and by posting them on Online Banking. You may download or print the notice from your computer if you have the hardware and software described below.

You may update the email address to be used for sending alerts by going to your profile on Online Banking and making the change.

You have the right to obtain a paper copy of any notice. You may request paper copies by writing to us at The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226.

You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Online Banking. To withdraw your consent, contact us by writing to us at The Equitable Bank, Electronic Banking Department, 2290 N. Mayfair Road, Wauwatosa, Wisconsin 53226.

VIII. Equitable Bank, S.S.B. Mobile Banking and Mobile Remote Deposit Capture Terms and Conditions:

Message & 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 www.TheEquitableBank.com.

IX. Terms and Conditions:

This Mobile Banking and Mobile Remote Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of The Equitable Bank Mobile Banking Mobile Remote Deposit Capture and/or other remote deposit capture services ("Mobile Deposit" or "Services") that The Equitable Bank or its affiliates ("Bank," "us," or "we") may provide to you, our customer ("you" or "User"). Other agreements you have entered into with The Equitable Bank, including, but not limited to your; Deposit Account Terms and Conditions, Depository Declaration, The Equitable Bank Online Banking Agreement and/or other rules, terms, and conditions received by you, as applicable to your The Equitable Bank account(s), are incorporated herein by reference and made a part of this agreement unless otherwise expressly stated. This Agreement replaces all prior Terms and Conditions for Mobile Banking. By

participating in Mobile Banking, you are agreeing to the terms and conditions presented here. We suggest you read this document carefully and print a copy for your records. You may refer back to it at any time by accessing the Terms & Conditions tab within the online service. By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of The Equitable Bank or any service provider.

X. Mobile Banking and SMS Notifications:

I. Program:

The Equitable Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions). Over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences that will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt-out of this program at any time.

II. Questions:

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.

XI. Mobile Remote Deposit Capture:

I. Program:

Any Mobile Deposit is designed to allow you to make deposits to your personal checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the images and associated deposit information to The Equitable Bank or our designated processor. Message and data rates may apply.

II. Eligible Items:

You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). When the image of the check transmitted to The Equitable Bank or our designated processor is converted to an Image Replacement Document, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code as adopted in Wisconsin. You agree that you will not scan and deposit any of the following types of checks or other items, which shall be considered ineligible items:

- Checks or items payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.

- Checks or items containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks or items payable jointly, unless deposited into an account in the name of all payees.
- Checks or items previously converted to a substitute check, as defined in Reg. CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg. CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months before the date of deposit.
- Checks or items prohibited by The Equitable Bank's current procedures relating to the Services or which are otherwise not acceptable.
- Checks or items payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks or items with any endorsement on the back other than that specified in this agreement.
- Checks or items that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.

XII. Image Quality:

The image of an Item transmitted to us using the Services must be legible, as determined in the sole discretion of The Equitable Bank. The image must contain images of the front and back of the Item. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Item image: the amount of the Item (both written and numeric); the payee; the signature of the drawer (maker); the date; the Item number; the information identifying the drawer and the paying financial institution that is preprinted on the Item, including the MICR line; and all other information placed on the Item prior to the time that an image of the Item is captured (such as any required identification written on the front of the Item and any endorsements applied to the back of the Item). You agree that the electronic image of the Item will become the legal representation of the Item for all purposes (except for Availability of Funds as noted below), including return items processing.

XIII. Endorsements and Procedures:

You agree to restrictively endorse any item transmitted through the Services as "For Deposit Only, Equitable Bank account # _____" or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. For an Item payable to you and any joint owner(s) of your Bank account, the Item must be endorsed by all such payees and you may only use the Service(s) to deposit such Item into a Bank account jointly owned by all such payees. If the Item is payable to you or your joint owner, either of you can endorse it. If the Item is made payable to you and any non-joint owner, you may not deposit the Item into your account using the Service(s).

XIV. Receipt of Items:

We reserve the right to reject any item transmitted through the Service(s), at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error-free, complete or will be considered a deposit and

credited to your account. We reserve the right to chargeback to your account at any time any item that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits. The Equitable Bank is not liable for any service or late charges that may be imposed upon you due to the rejection of any Item that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Item transmitted through the Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject an item for remote deposit, you must physically present the original Item at our office.

XV. Availability of Funds:

Federal Reserve Board Regulation CC, which governs the availability of funds, does not apply when you transmit the electronic images of Items to us. For deposits received and accepted before 5:00 p.m. CST on a business day that we are open, we will consider that day to be the day of your deposit. Funds from your deposit generally will be available to you as a provisional credit on your designated account on the second business day after the day we receive your deposit. The provisional credit is subject to the final payment of the item(s) and is also subject to your Bank Account Agreement. If an image of an item you transmit through the Service is received after 5:00 p.m. CST on a business day, or on a non-business day, we will consider that the deposit was made on the next business day we are open and the funds will generally be available to you as a provisional credit on your designated account on the second business day following the day considered the day of deposit (e.g. a deposit made after 5:00 p.m. on Thursday will be considered to be deposited on Friday and available as a provisional credit on Tuesday). However, we may apply additional delays on the availability of funds based on any other factors as determined by us in our sole discretion. For determining the availability of your deposit, every day is a business day except Saturdays, Sundays, and federal holidays. I.

XVI. Unpaid Items:

In the event of an unpaid Item, should you fail to produce the original Item, you authorize us to deduct that amount from your account. You are solely responsible for verifying that Items that you deposit by using the Service have been received and accepted for deposit by us. We will attempt to provide you with notice of any deposits that we are unable to process because Items were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that we credit your account for an item that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Item plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the Item was timely returned or whether there is any other claim or defense that the Item was improperly returned. You understand and agree that because the original Item is your property, it will not be returned and the Bank may charge back an image of the Item, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we chargeback may be in the form of an electronic or paper reproduction of the original item or a substitute Item. You may not use the Service to deposit a substitute Item, and you may not deposit the original Item through the Service or in any other manner if you receive

a dishonored Item. You agree to comply with any additional instructions we may provide to you in connection with returned Items.

XVII. Storage, Security and Destruction/Disposal of Transmitted Items:

You agree that after the Item has been scanned and submitted for deposit, you shall not otherwise transfer or negotiate the original item, substitute Item or any other image thereof. You further agree that you shall be solely responsible for the original item, including storage, retrieval, and destruction.

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

XVIII. Deposit Limits:

We reserve the right to establish and assign you deposit limits for the Service (including daily deposit amounts and limits on the dollar amount and/or number of items that you may transmit through the Service each day or rolling 30 day period) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits.

Presentment: The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the Depository Agreement and Disclosures governing your account.

XIX. User Warranties and Indemnification:

You warrant to The Equitable Bank that:

- You will only transmit eligible items that originated as paper items;
- Images will meet the image quality standards and any image we receive accurately and legibly represents all of the information on the front and back of the original Item as originally drawn;
- The Item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or the Federal Reserve Bank operating circulars and for a substitute check set forth in Federal Reserve Board Regulation CC;
- The information you transmit to us corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the item;
- You will not transmit duplicate items and you will employ reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;
- You will not deposit or represent the original item unless otherwise required by this Agreement;
- You will not redeposit through this Service any Item previously deposited and returned to you unless we advise you otherwise;
- All information you provide to The Equitable Bank is accurate and true;

- You will comply with this Agreement and all applicable rules, laws, and regulations; and
- You agree to indemnify and hold harmless The Equitable Bank from any loss for breach of this warranty provision