

# DEPOSIT DISCLOSURE



SPRING BANK



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## TERMS APPLICABLE TO ALL DEPOSIT ACCOUNTS

### This is an Agreement

#### WELCOME

Welcome to Spring Bank and thank you for opening an Account with us. This booklet provides the general rules that apply to the Account(s) you have with Spring Bank. You should also refer to other documents for terms and conditions relating to your Account, including:

1. Disclosures we give you when you open your Account (for example our Personal Service Fee Summary and Business Service Fee Summary);
2. Disclosures we give to you when you use additional products and services (for example our ACH Agreement);
3. Periodic statements;
4. Spring Bank's Personal Online Banking Terms And Conditions, Personal Bill Pay Terms and Conditions, Business Online Banking Terms and Conditions, Business Bill Pay Terms and Conditions and / or Mobile Banking Terms and Conditions for information concerning the use of these services (if you have selected any of these services);
5. Privacy Policy disclosure; and
6. Any additional rules that may be provided in direct mail and notices on or with your statement, including statements delivered electronically.

These things, together, are an agreement between you and Spring Bank.

**Please read this carefully and retain it for future reference. These rules apply to all Accounts you have with us at this time and in the future. By opening an Account with us, you agree to be bound by the terms of this agreement and any amendments hereto. Use of the Account binds you to the terms and conditions of this Agreement. This brochure is revised periodically; it may include changes from earlier versions with us. The most recent version of this Agreement is available to you in our office, at [www.springbankwi.com](http://www.springbankwi.com), or by calling Spring Bank at 262-754-5555.**

#### Waivers and Precedents

Our agreement with you gives us rights and duties. If we don't take advantage of all our rights all the time, that does not mean we lose them. For example:

- If we make funds available to you for withdrawal ahead of schedule, that does not mean we have to do it again.
- If we pay a check that is more than your Account balance, that does not mean we have to do it again.

In the event a court of law finds any of these Rules are unenforceable, the remaining Rules will remain in effect.

#### DEFINITIONS

The following definitions apply in the Agreement except to the extent any term is separately defined for purposes of a specific section. The words "**we**", "**our**", and "**us**" mean **Spring Bank**.

The words "**customer**", "**you**", "**your**" and "**yours**" refer to the Account holder(s) and anyone else with authority to deposit, withdraw or exercise control over the funds in the Account, including your representatives, successors, heirs and assigns. If there is more than one owner, then these words mean each Account owner separately, and all Account owners jointly.

"**Account**" means the checking, savings, money market, certificate of deposit or any other deposit Account you have opened with us or about which you have inquired. "**Account**" also includes any deposit Account that is opened in conjunction with a Health Savings Account (HSA), or Individual Retirement Account (IRA) plan. HSA's and IRA's are also governed by applicable plan agreements and other plan documents which you should refer to for program details and requirements.

"**Business Day**" means Monday through Friday, during business hours (Central-time) and excluding federal holidays.

"**Item**" means an instrument or order to pay money handled by the bank for collection or payment. Items include checks, drafts (including demand drafts), or other orders or instruments for payment, transfer, or withdrawal of funds (including withdrawal slips), automatic transfers, and electronic transfers.

"**Service Fee Summary**" means the Personal Service Fee Summary for Personal Accounts, or the Business Service Fee Summary for Business Accounts, depending upon whether your Accounts are personal (consumer) or business Accounts, which are made a part of the Agreement and contain the fees and charges that apply to your Account.

## APPLICABLE LAWS

Applicable federal law and the applicable laws of the State of Wisconsin will govern your Account and these rules (except to the extent these rules can and do vary such laws and except to the extent federal law provides that a different state law may apply.) If any provision of these rules is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your Account or some other document.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account.

What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## FEDERAL TAX IDENTIFICATION NUMBER

Federal law requires U.S. person(s) to provide a Federal Tax Identification Number (TIN) at the time of Account opening. This is either your Social Security Number (SSN) or, for non-personal Accounts, an Employer Identification Number (EIN). Unless we receive your certified TIN, we reserve the right to refuse to accept your initial deposit, pay interest on the balance or permit withdrawals. Interest paid prior to receipt of your certified TIN will be subject to backup withholding under IRS regulations. You must certify that the TIN you have provided is correct and that you are not subject to backup withholding. For non-U.S. person(s), documentation, including a W-8 form, is required. If you have questions regarding your tax status, ask your tax advisor or legal counsel.

## CREDIT VERIFICATION

You authorize us to make any inquiries that we consider appropriate to determine if we should open, or close your Account or determine your eligibility for other financial products from time to time. This may include ordering a credit (or other) report. You authorize us to obtain any other information we deem appropriate to evaluate your Account application or your ongoing relationship with us.

## OWNERSHIP, WITHDRAWAL RIGHTS AND BENEFICIARY DESIGNATIONS

The ownership type of your Account(s) is determined by you and is evidenced by the designation of the form of ownership on your Account signature card. If you have questions on ownership or survivorship pertaining to Account(s), please consult with your attorney and / or financial advisor.

The types of ownerships available for Accounts are:

### Individual Account:

- **Ownership:** If you open an individual Account, all funds are owned by you. Upon your death, the Account balance will be payable as determined under applicable state law.
- **Withdrawal / Authorization Rights:** The holder of such Account is the only person who has the rights to withdraw from this Account, unless we permit the holder to designate an agent or attorney-in-fact to the Account.

### Joint Account:

- **Ownership:** If two or more natural persons open an Account, all of you are presumed to own the Account as joint tenants with right of survivorship. Each of you owns the sums on deposit without regard to your respective contributions. To be considered a joint depositor, you must have signed the signature card for the Account. Notice provided by us to any one joint owner shall be considered notice to all joint owners. If we receive notice of a dispute between two or more joint owners, we may require the signatures of all joint depositors for all transactions until the dispute is resolved to our satisfaction.
- **Withdrawal / Authorization Rights:** Each of you may make deposits and withdrawals, stop payments, close the Account, and give notices and instructions concerning the Account with the full authority of the others. Upon the death of any joint depositor, the balance in the Account shall be owned by the surviving joint depositor(s).

**Fiduciary / Agent Account:**

- **Ownership:** A fiduciary Account is an Account opened by or taken over by an individual acting in the capacity of an attorney in fact (POA), executive, administrator, personal representative, guardian, conservator, trustee, or other fiduciary.

Subject to compliance with our procedures, you may designate one or more agents with such authority to act with respect to your Accounts (including joint Accounts) as is authorized in the form designating the agent. Before allowing your agent to transact on a joint Account, we may (but are not required to) require all joint Account holders on the Account to agree to allow such agent to be added on the Account or transact on such Account. Any designation of agent shall be executed in a form approved by us and shall be deemed an agency relationship. The instrument creating the agency relationship, whether it is a power of attorney or other document, should clearly set forth the authority granted to the agent. Since testamentary powers, such as designating beneficiaries, are not implied powers of an agent, we will not permit an agent to designate, remove or change POD beneficiaries unless we determine that the document establishing the agency clearly authorizes the agent to do so. In addition, the agent will not be permitted to designate himself or herself as a POD beneficiary unless we determine that the document establishing the agency clearly authorizes the agent to exercise agency powers for the agent's benefit. Any person having a Power of Attorney (POA) or agent relationship to an Account may not change the ownership of an Account unless "gift giving" powers or the power to change Account ownership are specifically stated in the Power of Attorney documents. We may refuse to follow the directions of the agent with respect to the Account if we determine, in our sole discretion, that the instrument creating the agency is invalid, ineffective, and incomplete or does not clearly or adequately authorize the agent to act as requested. To help protect you, you agree that we will require your agent to provide current government-issued identification and other identifying information (e.g., agent's Social Security Number) before allowing the agent to be added to your Account or transact on your behalf. By adding an agent to your Account, you agree to hold Spring Bank harmless from any and all acts of the agent with respect to the Account and from Spring Bank's good-faith exercise of its discretion as to whether to accept or not accept directions from the agent. We may continue to recognize the authority of your agent until we receive written notice of revocation or termination or until we are presented with proof that the power of attorney has been terminated by death, court order or other legal means and have had a reasonable time to act upon it. We also reserve the right to restrict the type, kind, size, number or manner of transactions or actions we will permit an agent to conduct, on a case-by-case basis, and may require the agent to present the original power of attorney before conducting any transaction.

- **Withdrawal / Authorization Rights:** Any fiduciary named as a signer on a fiduciary Account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or insuring compliance with the provision of any such law or instrument.

**Wisconsin Uniform Transfer to Minor's Act (WUTMA) Account:**

- **Ownership:** This is an Account in the name of an adult custodian for the benefit of a person who is a minor at the time the Account is opened.
- **Withdrawal / Authorization Rights:** Only the named custodian or other authorized agent is authorized to instruct us regarding the Account. Upon the minor reaching the age of majority, or anytime thereafter, we may pay the funds on deposit in the Account in accordance with the custodian's duty without waiting for instructions from the custodian.

**IRA's and HSA'S:**

The Bank offers a variety of products for IRA, Roth IRA, SEPP IRA, Simple IRA and HSA plans. Please consult a professional tax specialist for IRS rules governing HSA's and IRA's (including differences between Traditional IRA and Roth IRA tax treatment and potential IRS penalties on funds withdrawn from such plans.)

**Death or Incompetence:**

You agree to notify us promptly if any person with a right to withdraw funds from your Account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the Account.

**Corporate, Partnership, Unincorporated Organizational, Limited Liability Company or Other Organizational Account:**

- **Ownership:** These are Accounts opened in the name of a legal entity by any business organization or association.
- **Withdrawal / Authorization Rights:** We require the Account holder(s) to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the Account holder(s). We will honor such an authorization until we receive written notice of change from the governing body of the organization. It is mutually agreed that the power and authority of each person named as authorized to take action with respect to the

Account shall continue in full force and effect until we receive written notice of revocation, whether the same be brought about by dissolution of the Account holder or otherwise.

- You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Account and the Business Service Fee Summary. You authorize us to deduct these fees directly from the Account balance as accrued. Each of you also agrees to be jointly and severally (individually) liable for any Account shortage resulting from fees or overdrafts, whether caused by you or another with access to this Account. This liability is due immediately, and can be deducted directly from the Account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.
- We will require the governing body of the legal entity opening the Account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

#### **Other Types of Ownership:**

We may establish Accounts with other types of ownership if it is legally appropriate and desirable to do so. If you have questions regarding special ownership arrangements, please inquire at our office. Even if we allow you to open an Account with another type of ownership, you should consult with your attorney to determine whether the ownership type is appropriate.

#### **Payable on Death Account:**

- You may designate your individual or joint Account to be a "payable on death" ("P.O.D.") Account by naming one or more P.O.D. beneficiaries and completing the proper documents. You may change or revoke a beneficiary while you are alive by completing the proper documents. The Account belongs to you, not the beneficiaries, during your life. You, not your beneficiaries, have complete withdrawal rights of the funds in your Account while you are alive. The beneficiaries who survive you (or if a joint Account, the beneficiaries who are living after the death of the last owner of the Account) shall be entitled to any sums remaining on deposit in equal shares. The share of a beneficiary who does not so survive shall be paid in equal shares to the beneficiaries who do so survive and not to the heirs of any deceased beneficiary. If none of the beneficiaries survive, any sums remaining on deposit shall be paid to your estate. A beneficiary's right to funds is subject to our security interest and right of setoff. A beneficiary is not required to survive a death by any specified period.

#### **Minor as a Party on the Account:**

In consideration of the Bank allowing a minor to be a party to the Account, the parties of legal age agree to indemnify and hold the Bank harmless from any loss or damages incurred through the minor's use of the Account.

#### **Business Use of Personal Accounts:**

You agree not to use your personal Accounts for business purposes. The Bank reserves the right to convert a personal Account to a business Account when the Account is being used for business purposes. Examples include when the printed checks for the Account include a "doing business as" (d/b/a) designation or when the deposit being made to the Account includes credit card drafts and / or checks made payable to a business. You will receive a notice regarding a conversion of your personal Account to a business Account. At the time of conversion, all applicable maintenance fees, service fees and restrictions of the business Account apply.

#### **Internet Gambling:**

Federal regulations prohibit the use of bank Accounts in association with illegal internet gambling. Businesses (that is, not a natural person), involved in Internet gambling must inform us at the time you open your Account. You agree to inform us if you or your organization is involved in an Internet gambling business (as defined in Regulation GG, 12 CFR Part 233) or if you process transactions for an Internet gambling business. Unless you notify us in writing at Account opening that you or your organization is an Internet gambling business, you certify that you or your organization does not engage in an Internet gambling business. You agree to notify us in writing if you or your organization becomes an Internet gambling business. You agree not to use your Accounts in a way that involves "restricted transactions" pertaining to unlawful Internet gambling. A Restricted Transaction means any of the following transactions or transmittals involving any credit, funds, instrument, or proceeds that the Unlawful Internet Gambling Enforcement Act of 2006 prohibits. The Unlawful Internet Gambling Enforcement Act of 2006 prohibits any person engaged in the business of betting or wagering from knowingly accepting, in connection with the participation of another person in unlawful Internet gambling; (a) credit or the proceeds of credit, extended to or on behalf of such other person (including credit extended through the use of a credit card); (b) an electronic funds transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic funds transfer or money transmitting service, from or on behalf of such other person; or (c) any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution. Restricted transactions are prohibited from being processed through your Account.

Spring Bank reserves the right, but does not have the obligation, to prohibit and / or reject transactions involving Internet gambling.



**Account Changes:**

Any change made to an Account is not effective until the change has been entered into the Bank's Account information system, even though all necessary documentation to effect the change has been executed and provided to the Bank.

**Transfer / Assignment:**

Your Account is not negotiable, transferable or assignable without our prior written consent. Notice to us of a claim or interest including, without limitation, a security interest, in an Account has no effect upon our rights and duties with respect to the Account, and in the absence of our express agreement to the contrary or our receipt of an order of a court or administrative agency of appropriate jurisdiction, we shall not be required to abide by the terms of the notice or any instructions given to us in connection with such a claim or notice.

**DEPOSITS**

You may deposit funds to your Account during regular banking hours or during extended banking hours when we are open to provide limited services. Any deposits after our regular banking hours will be credited on the next business day (every day except Saturday, Sunday or a federal holiday). Deposits will be credited and made available for withdrawal in accordance with our applicable Funds Availability Policy. We reserve the right to handle an item as a collection item and to refuse to accept deposits or specific items for deposit. We also reserve the right to limit the minimum or maximum balance that may be maintained in your Account and the number of deposits and items deposited. In addition to other limitations contained elsewhere in this Agreement, for security and other purposes, the bank reserves the right to limit the amount of funds that may be withdrawn from your Account in cash. If you have someone make cash deposits or withdrawals on your behalf, we may require identifying information from such person in order to satisfy government reporting requirements.

Unless we expressly agree in writing with you, you may not deposit with us a document that you created or printed from an image or other electronic record of an original paper check (a "substitute check document"). Our acceptance for deposit of a substitute check document from you will not be deemed as a waiver of the prohibition on the deposit of substitute check documents. You also will not identify us as a "reconverting bank" or "truncated bank" on a substitute check document you deposit at any other financial institution or transfer to any other person. You also agree to indemnify us for any loss that we incur directly or indirectly from your deposit or transfer of a substitute check document in violation of the limitations in this paragraph.

Except as otherwise set forth in the Agreement, all deposits, collections and transactions between you and us shall be governed by the State of Wisconsin Uniform Commercial Code, as modified by the bylaws and rules of any clearinghouse association of which we are a member, and our Funds Availability Policy defined in this agreement and available on our website at [www.springbankwi.com](http://www.springbankwi.com).

**Endorsements:**

You agree that any item you deposit that is returned unpaid due to a missing endorsement may be represented for payment by us without notice to you if the form of endorsement required may be supplied by us. To ensure that your check is processed without delay, you must endorse it in the designated endorsement area on the back of the check. The Bank is relieved of any liability in connection with collection of all items that are properly handled by the Bank. Any liability that we incur as a result of your endorsement will be passed on to you. You agree that you will reimburse us for any expense we incur due to your failure to endorse an item exactly as drawn.

**Verification of Transactions:**

All transactions, including without limitation those for which we have provided a receipt, are subject to our final verification. Verification of deposit does not occur at the teller window or ATM. Consequently, the receipt that you receive at the time of your deposit is not evidence that your deposit has been verified. We may reverse or otherwise adjust any credit we believe has been erroneously made to your Account at any time without prior notice to you.

**Direct Deposits:**

If, in connection with a direct deposit plan, we deposit any amount in your Account that should have been returned to the federal government, or any other party (ies) with whom you have other agreement(s), for any reason, we may deduct the amount of our liability to the federal government, or other party (ies), from your Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**Funds Transfers:**

You authorize us to initiate automated credit entries to the Accounts and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to the Accounts. With respect to such entries, you agree to be bound by the rules of the National Automated Clearinghouse Association and applicable state Automated Clearinghouse Association (“ACH Rules”). Automated credit entries made to the Accounts are provisional under the ACH Rules until we have received final settlement or otherwise have received payment, and we are entitled to a refund of the amount credited to any Account if such settlement or payment is not received by us. Pursuant to the ACH Rules and Article 4A of the Uniform Commercial Code, you are hereby notified that the Bank will not notify you of the acceptance of a payment order to your Account, other than posting the payment order to your Account. We and any other bank processing such as transfers may rely on the number in the payment order that identifies the beneficiary even if it identifies a party different from the party named as beneficiary.

**ACH and Wire Transfers**

This agreement is subject to Article 4A of the Uniform Commercial Code – Funds Transfers as adopted in the state of Wisconsin. If you originate a funds transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or Account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) 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 and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an Account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**Returned Items:**

You agree that any item you deposit or negotiate with us that is returned unpaid to us by the bank on which it was drawn may be charged against any Account you have with us. We may do so regardless of whether the other bank returned the item before its midnight deadline. Furthermore, if an item deposited to your Account is returned to us unpaid for any reason, we may subtract the amount of that returned item from your Account balance, together with any interest that may have been earned or accrued while on deposit together with any associated fee. If we receive notice that an item is being returned, we may place a hold on the funds in your Account to recover the amount of the item when we receive it back. If we are unable to hold or debit sufficient funds from the Account into which the item was deposited, we may hold or debit funds from any of your Accounts with us. We may return the amount of the item to the requesting party. We need not give you prior notice of our actions with respect to the item. You waive notice of nonpayment for any item deposited to your Account. You agree that we, in receiving items for deposit or collection, act only as your collecting agent and assume no responsibility beyond reasonable care and that all deposited items are credits subject to final payment in cash. We will not be responsible for an item lost while not in our possession.

You also agree that any other items returned unpaid due to non-sufficient funds may be represented for payment with notice to you. This may include, among other circumstances, checks that are returned because the drawer of the check had insufficient funds in his or her Account and checks that were paid originally and later are returned to us accompanied by an affidavit that states that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your Accounts for the amount in full reliance upon the truth of such an affidavit. We may also charge back any amount of accrued or paid interest related to the returned check. We may charge fees for representing items in accordance with our Personal Service Fee Summary and / or Business Service Fee Summary.

**FUNDS AVAILABILITY POLICY****Your Ability to Withdraw Funds:**

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after close of business or on a day we are not open, we will consider that the deposit was made on the next business day.

### **Longer Delays May Apply:**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 in any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit.

### **Special Rules for New Accounts:**

If you are a new customer, the following special rules may apply during the first 30 days your Account is open.

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

**Deposits at Automated Teller Machines.** If you make a deposit at an ATM before 4:00p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 4:00p.m., or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Funds from any deposits (cash or checks) made at ATM's will be available on the second business day after the day of the deposit.

**Check Cashing.** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time the funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$100 local check for you, \$100 of funds already in your Account will not be available until the first business day after we cashed the check.

### **WITHDRAWALS**

Unless clearly indicated otherwise on the Account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the Account balance at any time. You may withdraw funds by using checks, withdrawal forms and transfer instructions furnished or approved by us and by any other method permitted by us. We may refuse any withdrawal or transfer request that you attempt on forms not approved by us; by any method we do not specifically permit; that is greater in number than the frequency permitted; or that is for an amount greater or less than any withdrawal limitations. In addition to other limitations contained elsewhere in this Agreement, for security and other purposes, the bank reserves the right to limit the amount of funds that may be withdrawn from your Account in cash. You agree to maintain adequate safeguards to ensure the authorized use of the forms and signature stamps you retain. We reserve the right not to permit withdrawals until we have received a

properly signed authorization. We may pay an item drawn on the Account that contains your signature whether or not the form of the signature is the same as that shown on the signature card given to us. You may request that we pay items drawn on the Account that bear or appear to bear a facsimile of your signature. We may pay these items, whether or not you in fact authorized them, as long as the facsimile signature they contain resembles any specimen or sample facsimile signature that you have given us. Further, you agree to indemnify and hold us harmless whether we honor or refuse any check presented that is signed with a facsimile signature that is similar to the one employed by you.

The Bank may pay your checks even if it has received notice of an adverse claim to the Account. The Bank will, however, freeze funds and / or pay out funds pursuant to an appropriate court order, garnishment or levy. The Bank's determination of the balance in the Account may be made at any time between presentment and the Bank's midnight deadline, with only one review of the Account required. Your liability shall not be released by the Bank's certification of any item.

If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized. For Accounts with two-signatures required notation on signature card(s) and / or other Bank approved documents, we may, but are not obligated to, return any check presented for payment containing only one drawer-authorized signature. By establishing and / or maintaining your Account with us, you agree that such practices are reasonable. You agree that our use of automatic check-sorting equipment and automatic payment of checks without manual verification of signature, or other examination, is a procedure that does not vary unreasonably from general banking usage and constitutes ordinary care by us in paying checks. You also agree that we will not be responsible if we pay any item that has been forged, altered or counterfeited (regardless of by whom or what means including electronic or photo static copying) in a way that a reasonable person could not detect. If you voluntarily and specifically disclose your Account number to another person orally, in writing, or by some other means, we may treat such disclosure as your authorization to that person to issue items drawn against your Account, unless you can demonstrate to our satisfaction that the Account number was disclosed for a different purpose.

You acknowledge and agree that you will use only black or blue ink when writing checks drawn on your Account, and that you will use only the paper check stock as provided by us or standard check stock that does not contain decorative images. Your use of check stock with decorative images and/or use of ink colors other than black or blue on a check may result in an error in processing your check and charging your Account. You agree that we shall have no liability to you in the event that you incur a loss from an error in the processing of your check that was caused by your non-compliance with these check stock and ink color requirements.

**Disputes; Protection Against Loss:**

We may refuse to allow withdrawals from your Account if we believe or receive notice that there is a dispute or uncertainty regarding ownership or control of the funds in the Account or regarding the rights, powers, duties or authority of any signer on the Account. In such case, we may hold the Account and refuse to permit withdrawals, pay items or recognize the authority of a signer, until the dispute is settled or the uncertainty resolved to our satisfaction. In addition, if we believe or receive notice that you have used or are using your Account in a fraudulent or unlawful manner, we may reverse any deposits to or payments from your Account, no matter when they were originally made, in order to avoid or reduce any loss which we would otherwise incur because of fraudulent or unlawful use. To the extent allowed by law, you will pay us any attorney's fees and costs that we incur in responding to any such dispute.

**Withdrawal Limitations:**

We reserve the right to limit the number of withdrawals from or debits to your Money Market or Savings Account. Federal Regulation D limits preauthorized, check, electronic (such as online banking and mobile banking) or telephone withdrawals from savings and money market Accounts to six per calendar month or monthly statement cycle. Activity in excess of these restrictions may be grounds for closing the Account or converting it to a non-interest bearing Account. The Bank will charge you a service fee, as defined in the Personal Service Fee Summary or Business Service Fee Summary, for every check or withdrawal that is presented for payment in violation of this rule. On interest bearing Accounts we may, at any time, require seven days prior written notice of your intent to withdraw funds from your Account.

**Dates and Other Special Instructions on Checks:**

Any restrictions or special instructions written on a check (for example "Void after 30 days", "Paid in Full", "Not Valid If Drawn for More Than \$500") will not bind us even if we are aware of them, unless we have separately agreed to them in writing prior to their issuance. We will not be liable for any checks paid contrary to restrictions even if payment causes the Account to have insufficient funds to pay other checks drawn on the Account. Such notations shall have no effect on us, and you agree to assume all risks and losses resulting from our acceptance or payment of items that may not conform to the purportedly restrictive language. You agree to indemnify, defend and hold us harmless for our acceptance or payment of such items.

We may, without inquiry or liability, pay a check that is stale-dated (i.e., a check that bears a date that is more than six months in the past). You agree to place and maintain a stop payment order against checks older than 6 months if you do not want them paid. You agree that we will not be responsible for paying a check prior to the date placed on the check unless you have given us written notice of the item describing it with reasonable certainty on a form approved by us, and we have had a reasonable time to respond to the notice. All written notices must include your name, Account number, and a description of the check including the check number, amount and payee. We may at our option return and not pay these items regardless of when we receive them.

#### **Reversal of ACH Debit:**

##### **Personal**

- You may have the right to reverse any debit to your Account sent through the ACH system that was not authorized by you. If you want to reverse a debit, you must give us a written statement under penalty of perjury within 60 calendar days after you first get information from us that reflects that debit. In your statement, you must declare and swear under oath that the debit was not authorized by you. If we receive your statement within the 60 calendar day period, we will re-credit your Account for the amount of the payment. This right of reversal is in addition to any applicable right to stop payment. We may require you to submit written statements under penalty of perjury to us under other circumstances in which you want to reverse an ACH entry.

##### **Business**

- You may have the right to reverse any debit to your Account sent through the ACH system that was not authorized by you. You shall have until 2 p.m. of the Business Day after the item was posted to notify us to return the item as unauthorized. We will not be able to return the item after that time without the cooperation and agreement of the originating bank and the originating company. This right of reversal is in addition to any applicable right to stop payment. We may require you to submit a written statement under penalty of perjury to us if you want to reverse an ACH entry.

#### **Stop Payments:**

When placing a stop payment order, you agree to indemnify us and hold us harmless for all expenses, costs and attorney fees incurred by us due to our refusal to pay the check or draft. We will accept stop payment orders from any person with signing authority on your Account, regardless of who wrote the check or gave the other withdrawal order. Under the law, there are some situations where a check can be enforced against you even though you ordered us to stop payment. We will not have a duty to stop payment until you have given us both the number and the exact amount of the check or draft as well as the date it was written and the name of the payee. In addition, the stop payment request must be received in time to give us a reasonable opportunity to act on it. We will charge your Account in connection with stop payment orders in accordance with our Personal Service Fee Summary or Business Service Fee Summary. The number and amount must be exactly correct to enable our computer system to match the item to your stop order. A written order is effective only for six months. An oral order is effective only for 14 days unless confirmed in writing. At our option we may continue stop payment orders beyond these time periods unless canceled by you.

If we pay the check despite your valid and timely stop payment order, the following rules apply; (a) you will have to prove to us that you have suffered a loss and, if so, the amount of the loss; (b) we will be able to enforce any rights that the original payee or any other person who held the check had against you; (c) we will not re-credit your Account until you prove your loss and we are satisfied that we are required by law to do so; and (d) if we re-credit your Account, you agree to sign a statement describing the dispute with the payee or other holder of the check to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person. We will permit stop payment orders on official checks only if they are lost, stolen or destroyed.

Depositor acknowledges that an Item may be converted to ACH Entry (electronic debit) by the payee of the Item. If Depositor has been given notice by the payee of the Item that the Item will / may be converted to an ACH Entry, a stop payment order must be placed on the Entry rather than the item, in order to ensure its effectiveness. If Bank is not advised that the stop payment is for an ACH Entry, then Depositor's stop payment order may not be effective. If Depositor places a stop payment order on an Item without notifying Bank that it has been converted to an ACH Entry, Bank will use reasonable efforts to identify and stop payment of the Entry, but will not be liable to Depositor for payment of the Entry and Bank will not be liable for damages if Bank stops payment on another Entry from the same originator and in the same amount which Bank reasonably believes to be the Entry representing the converted Item.

#### **Non-customer Check Cashing:**

If a check drawn on your Account is presented for payment over the counter at our office, by a person who is not a Spring Bank Account holder (a "*non-Spring Bank customer*"), you agree that we may require the non-Spring Bank customer to pay a check cashing fee and provide required identification as a condition for cashing a check drawn on your Account. You also agree that we may refuse to pay any such check if the non-Spring Bank customer refuses to furnish such identification or to pay the fee. Such refusal shall not be considered wrongful dishonor of the check by us.

You also agree that we may refuse to cash any check exceeding \$2,000 which is presented to us over the counter by any non-Spring Bank customer even if the check is properly payable and that non-Spring Bank customer can verify his / her identity as the holder of such check. Such refusal shall not be considered wrongful dishonor of the check by us. In such cases, the holder of the check is expected to deposit the check with his / her bank and have the check presented to Spring Bank through regular banking channels. If a check drawn on your Account, made payable to a business, is presented for payment over the counter at our office, and that business is not a Spring Bank Account holder (a “*non-Spring Bank customer*”), you agree that we will refuse to negotiate that item for cash, and that such refusal shall not be considered wrongful dishonor of the check by us. In such cases, the holder of the check is expected to deposit the check with the business’s bank and have the check presented to Spring Bank through regular banking channels.

**Check Quality:**

You agree to use check stock recommended by the bank. If you choose to have your checks printed by another vendor and you use check stock or features that make it difficult for us to process the check, then we may not be able to negotiate the check on your behalf and you may bear any risk of loss. You may be assessed a Special Handling fee for the manual processing of these items as defined in the Personal Service Fee Summary or Business Service Fee Summary.

**Lost Checks or Access Device:**

You agree to notify us promptly, verbally and in writing of any suspected loss, theft, disappearance or unauthorized use of any card, check, official check, receipt, certificate, code, personal identification number or other access device permitting access to or evidencing your Account. Until receipt of such notice, we shall not be liable for payments made except as otherwise provided by law to any person representing same. We may permit withdrawals by you or issue new evidence of any Account on such conditions as we may require. We may require a waiting period or proof by affidavit of the loss, theft, destruction, or unauthorized use.

**Setoff / Security Interest:**

You agree that, subject to applicable law, we have a lien and security interest and right of setoff in each Account held in your name, whether alone or jointly. In the case of a joint Account, we may exercise these rights against the joint Account and all joint owners. These rights exist no matter who contributed funds to the joint Account. Similarly, each joint owner agrees that we may use the money in their individual Accounts to satisfy obligations in their joint Accounts. This means that, if you owe us money, whether due or not, under a loan agreement or for any other reason we may refuse to allow withdrawals from your Account or take the funds owed to us from any such Account to the extent allowed by law. We may also hold or take funds from any such Account to pay any attorneys’ fees and costs incurred in bankruptcy and appellate proceedings which we incur in enforcing our security interest and right of setoff. We have the sole right to choose the Account from which we hold or take the funds owed us. We may hold or take these funds without giving you, any joint owner, or any other person prior notice of our withdrawal. This right may be exercised at any time prior to our midnight deadline even after final payment of checks and without prior notice and it applies even if one or more of you with the right of withdrawal is not obligated to us on the debt. You also agree that we may exercise our right of setoff against funds that include Social Security, Supplemental Security Income or other governmental benefits deposited to your Account, unless prohibited by law. Our lien and security interest and right of setoff do not apply to your Account if (a) it is an IRA, Keogh or other tax-deferred retirement Account, (b) the debt is created by a consumer credit transaction under a credit card plan or a consumer loan agreement that disclaims the Account as collateral, or (c) the debtor’s right of withdrawal arises only in a representative capacity.

**CHECK 21 CONSUMER AWARENESS NOTICE – SUBSTITUTE CHECKS AND YOUR RIGHTS**

*What is a substitute check?*

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

*What are my rights regarding substitute checks?*

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover the additional amount under

other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

#### *How do I make a claim for a refund?*

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at Spring Bank, 16620 W. Bluemound Rd., Suite 100, Brookfield WI 53005-5965 or at 262-754-5555. If you tell us orally, we may require that you send us your claim in writing within 10 business days. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: Identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check.

### **PROCESSING AND POSTING ORDER**

The Bank processes and posts all withdrawal requests received on any given Business Day at the end of such Business Day. Withdrawal requests received on a non-Business Day are processed and posted at the end of the next Business Day. If more than one check or other withdrawal request from your Account is presented to us for payment on the same day, and if your Account has sufficient funds to cover the payment of some, but not all of such checks or other withdrawal requests, we have the right and discretion to decide the order of the checks and items we will pay, and those we will reject (if any). The order in which you make withdrawal requests from your Account on any given day may not be the same as the order in which we process and post such withdrawal requests to your Account. You have no right to direct us regarding the order of payment of checks or items drawn on your Account. If you are a business with a zero-balance Account, we may, but need not, cash checks without verifying the balance of the master Account. You authorize us to debit your Account for automated clearinghouse (ACH) entries to your Account, including debit entries that are originated by payees that convert a check drawn by you on your Account into an ACH debit entry to your Account. Your Account may be debited on the day an item is presented by electronic or other means, or at an earlier time based on notification received by us that an item drawn on your Account has been deposited for collection at another financial institution.

Typically, it is our practice to process and post deposits to your Account prior to withdrawal requests. Withdrawal requests posting order: ATM Withdrawals and Check Card Transactions followed by other withdrawal request to include checks which are processed and posted in check number order.

### **NIGHT DEPOSIT**

Our Night Depository is opened once daily on business days at 8:45 a.m. Transactions received after 8:45 a.m. will be processed the next business day.

### **NON-SUFFICIENT FUNDS**

If one of your checks (or other withdrawal requests or transactions such as ATM or check card withdrawals, telephone transfers, on-line banking transactions, Bill Pay or preauthorized debits or withdrawals) is presented for payment and there are not sufficient available or collected funds in your Account, we have the right to refuse that withdrawal request and charge you the Returned Item Fee – NSF Fee disclosed in the Personal Service Fee Summary or Business Service Fee Summary, for each item. We may, however, elect to pay an item or withdrawal request despite insufficient funds in your Account, and if we do so this will create an “overdraft” and you agree to pay the NSF/Overdraft Paid Item Fee we have disclosed in the Personal Service Fee Summary or the Business Service Fee Summary. We may impose a NSF/Overdraft Paid Item Fee for each item or withdrawal that exceeds your Account balance. You agree to deposit sufficient funds to your Account immediately to cover any overdrafts and overdraft fees, if your Account is overdrawn for any reason. Our decision in the past to pay an item causing an overdraft, in no way obligates us to do so in the future. Each Account owner is individually and jointly responsible for covering any Account overdrafts, regardless of whether that owner participated in or benefited from the transaction causing the overdraft.

For some Account types, such as IOLTA's and Health Savings Accounts, it is not permissible for the Account to be overdrawn. For these Accounts, withdrawal requests presented for payment when there are non-sufficient funds will be refused and you may be charged the Returned Item Fee – NSF Fee disclosed in the Personal Service Fee Summary or Business Service Fee Summary, for each item.

Funds available for withdrawal at any given time are reflected as your Available Balance. "Available Balance" means the Account Balance minus any pending holds for deposited or cashed checks (see Funds Availability Policy section), memo posts (e.g. Check Card authorization for a purchase) and / or any holds for legal process or other freezes on your Account authorized by this Agreement (individually and collectively referred to here as pending activity). "Account Balance" means any and all funds in the Account without regard to any pending activity. At any given time, if there is no pending activity on your Account, Available Balance and Account Balance will be the same. There are several ways to obtain information about your Available Balance at any given time, including, but not limited to, inquiring about your Account through an ATM, online banking, telephone banking, or in person in our office. It is important to note that the accuracy of your Available Balance may be impacted by the Bank's processing and posting order see (Processing and Posting Order section).

If your Account lacks a sufficient Available Balance to pay a withdrawal request, we may charge your Account a NSF/Overdraft Paid Item Fee, or an Uncollected Funds Item Fee or a Returned Item Fee - NSF, which shall be determined in the following manner: (a) If a withdrawal request exceeds your Account Balance and we pay the item, then you may be charged a NSF/Overdraft Paid Item Fee and (b) If a withdrawal request exceeds your Available Balance and we pay the item, then you may be charged an Uncollected Funds Item Fee and (c) if a withdrawal request exceeds your Account Balance or your Available Balance and we return the item, then you may be charged a Returned Item Fee - NSF. Typically, the Bank does not pay overdrafts if your Account is not in good standing, or you are not making regular deposits, or you have too many overdrafts.

If you are a Premier Business customer, a negative collected balance fee may be charged to your Premier Business Account(s) that have a negative daily collected funds balance. Please refer to the "Business Accounts" brochure for further information regarding the negative collected balance fee.

## **STATEMENTS**

Unless your Account is evidenced or is classified as a term deposit, we will mail or make available to you a statement of the Account. If you have agreed to receive statements electronically, we will send you e-mail notices at the e-mail address we have on record when your statements become available. The notice will identify the Web site where the statements are posted. We may mail statements to you at the address in our files. We may mail combined statements addressed to any one of you. If a statement is undeliverable, we reserve the right to discontinue mailing statements. If we retain your checks or any other evidence of debit or credit entries to your Account and do not return them to you, we may destroy them and use reasonable care to maintain legible copies for the period required by law. Copies are available to you for a fee. Our responsibility for furnishing copies of items is limited to those that are legible.

### **Your Duty to Report Unauthorized Signatures, Alterations and Forgeries**

You must examine your statement of Account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your Account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

### **Your duty to Report Other Errors**

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error – such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such errors to us within 60 days of when we first send or make the statement available



precludes you from asserting a claim against us for any such errors on items identified in that statement and as between you and us the loss will be entirely yours.

## **INTEREST**

Interest-bearing Accounts earn interest at rates that are calculated and compounded by such methods as we may establish from time to time. This rate may be dependent upon the balance in the Account. Current rate information is available by phone, website and our office. We reserve the right to pay interest only on collected balances and not to pay interest accrued but not credited at the time the Account closes. Unless otherwise disclosed on your receipt, rates for term Accounts are fixed until maturity. For all other Accounts, rates are variable and may be changed by us at any time.

## **ACCOUNT FEES**

You agree to pay service, maintenance, withdrawal, check printing, check cashing, special handling fees and other fees, expenses, costs and penalties negotiated or disclosed in the applicable Personal Service Fee Summary or Business Service Fee Summary, agreements, or these Rules as established by us from time to time. You also agree to reimburse us for administrative and legal costs, and to the extent not prohibited by law, outside counsel, expenses, costs, and fees incurred, including but not limited to, searching for, reproducing and transporting books, papers, records and other data, including photocopy and hourly fees, in connection with and to comply with an attachment, garnishment, levy, subpoena, adverse claim, or other legal process related to your Account or other processing of your requests. You authorize us to immediately deduct these fees, expenses, costs and penalties from your Account or a related Account even if they create an overdraft.

These Account Fees may be changed from time to time by the Bank. Should the bank make adverse changes to these Account Fees, we will give you 30 days advance notice (21 days for electronic funds transfer term changes) of any such change. If advance notice of the change is not required, and the change does not jeopardize the security of the Account or our electronic communication or funds transfer system, we will notify you of the change within 30 days after the change becomes effective.

## **INACTIVE / DORMANT ACCOUNTS**

Under Wisconsin law, if your Account is inactive / dormant for a period of five (5) consecutive years (as of the date of these rules), and you have not indicated an interest in the funds, we will be required to transfer the balance of your Account to the state as abandoned property. If your Account is inactive / dormant for twelve or more months, your Account will remain subject to all applicable service charges and fees, including a dormant fee as defined in our Personal Service Fee Summary or Business Service Fee Summary. If your Account becomes dormant, we will try to locate you at the last address shown in our records. If we are still not able to locate you, we will be required to deliver the check or Account to the state as abandoned property. You will then need to apply to the state for return of your funds.

## **ELECTRONIC FUNDS TRANSFERS**

**a. General.** This disclosure statement applies if you are receiving direct deposits to your Account, if you have arranged to have payments or other transfers from your Account to a third party, if you periodically request telephone transfers from your Account or if you authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to pay for purchases or pay bills. It also applies if you have access to your Account via a debit card. You will receive monthly checking and money market statements. If a savings Account has ATM or electronic activity, you will receive monthly statements. If there is no activity, the savings statement will be sent quarterly. In addition you may get a receipt at the time you access your Account using an ATM or point-of-sale terminal.

**b. Liability.** If you believe your debit card or personal identification number ("PIN") has been lost or stolen, or someone has transferred money or may transfer money from your Account without your permission, you should notify us immediately. Telephoning us at 262-754-5555 is the best way of doing this or write to us at the following address: 16620 W. Bluemound Rd., Suite 100, Brookfield WI 53005-5965. You should also call this number or write to us if you believe a transfer has been made using the information from your check without your permission. You could lose all the money in your Account.

1. **Consumer Liability:** The following rules established by Regulation E govern your liability unless the laws of the state of Wisconsin impose lesser liability on you. If you are a consumer and tell us within two business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, and

you did 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 hospital stay) kept you from telling us, we will extend the time periods.

2. **Business Liability:** You authorize us without further inquiry to charge your Account(s) for withdrawals and purchases, if applicable, initiated through use of any of your cards, and you agree that the Company shall be liable for all card transactions initiated with a correct PIN or a signature which reasonably resembles the signature of the Cardholder appearing on the card. You also authorize us to charge your Account(s) for the amount of any check or other instrument for which cash or credit is given in any card transaction if that item is dishonored, charged back or otherwise returned to us unpaid. Each time a card is used for a POS transaction, the amount of the transaction is considered a withdrawal from your Account, even if the transaction is not posted immediately to your Account. The Company represents and warrants that (1) this Agreement has been authorized by all necessary corporate and governmental action and does not violate the Company's charter or bylaws (or corresponding documents if the Company is not a corporation), (2) the individuals designated by the Company from time to time to select Cardholders and related Company deposit Accounts have been properly authorized, and (3) the individuals designated as Cardholders by the Company are properly authorized to use all of the services and engage in all of the types of transactions which are available for the type of card requested by the Company's authorized representatives.

**c. Preauthorized Credits.** Direct Deposits – You can arrange to receive certain automatic deposits from other persons (e.g., Social Security payments or payroll payments) to your checking, savings or money market Accounts. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same third party (such as a company or government agency), and the third party does not tell you that the deposit has been sent, you can call us at 262-754-5555. Credit transfers executed through an ACH association are provisional on the settlement date. We and any other bank processing such transfers may rely on the number in the payment order that identifies the beneficiary even if it identifies a party different from the party named as beneficiary. If, in connection with a direct deposit plan, we deposit any amount to your Account that should have been returned to the U.S. Treasury or other payor, you authorize us to deduct such amount from any of your Accounts at any time without prior notice. We may also use any other legal remedy to recover such amount.

**d. Preauthorized Payments.** You can arrange to pay certain bills directly from your checking, savings or money market Accounts in dollar amounts on the days you request.

**e. Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to pay for purchases or pay bills. If any of your checks are converted to an electronic presentment by owners, we shall have no liability to you should we fail to honor any stop payment order you have placed on the check. Also, we shall have no liability to you for duplicate payments if a paper check and an electronic re-presentment are both presented. This limitation of our liability to you in no way affects your legal right to dispute an electronically presented item under applicable rules and regulations, nor does it affect your legal rights to recover a duplicate payment from the third party payee.

**f. Electronic Returned Check Charge:** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**g. Preauthorized Transfers**

Internal Transfers – You can arrange to transfer funds between your checking, savings or money market Accounts.

**h. Stop Payments of Preauthorized Transactions**

If you have told us in advance to make regular payments from your Account to a third party, you can stop any of these payments by calling us at 262-754-5555. We must receive your stop payment request at least three business days (business days are Monday through Friday, excluding Federal Holidays) before the payment is scheduled to be made. If you call, we will require you to deliver your request in writing within 14 days. If you have properly requested us to stop any of these regular payments, and we do not do so, we will be liable to you for damages that you prove are directly caused by our failure to stop payment. We will charge you a fee as shown in our Personal Service Fee Summary and Business Service Fee Summary for each stop payment order you give.

**i. Notice of Varying Amount.:** If 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.

**j. Telephone Banking Services.** Available 24/7 at 866-771-6789 using your personal identification number (PIN), a touch tone phone and your Account number. You can telephone to transfer available funds between your checking, statement savings and money market Accounts, subject to the withdrawal and transfer limits applicable on savings and money market Accounts. A telephone transfer of funds from this Account to another Account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

**k. Online Banking.** Available through the internet by logging on to [www.springbankwi.com](http://www.springbankwi.com) and using your access ID and password to:

- Transfer funds between your checking, savings and money market Accounts.
- Make payments from your checking, savings Account or money market Account to your Spring Bank loan Accounts
- Receive information pertaining to:
  - Your checking, savings, money market and loan Account balances
  - Current statement or previous statement transactions
  - Current pending transactions

To participate in online banking, you will be required to agree to the Personal and / or Business Online Banking Terms and Conditions. In the event of a conflict between the provisions of the Personal and / or Business Online Banking Terms and Conditions and this Agreement, the provisions of the Personal and / or Business Online Banking Terms and Conditions shall control.

**l. Online Bill Pay.** If you sign up for online banking the optional online bill pay service may be of interest. See [www.springbankwi.com](http://www.springbankwi.com) for additional information disclosures. To participate in online bill pay, you will be required to agree to the Personal and / or Business Bill Pay Terms and Conditions. In the event of a conflict between the provisions of the Bill Pay Terms and Conditions and this Agreement, the provisions of the Bill Pay Terms and Conditions shall control.

**m. Mobile Banking.** With mobile banking, you can access and retrieve information about your checking, savings and money market Accounts. To participate you will be required to agree to the Mobile Banking Terms and Conditions, which defines the transactions and limitations. In the event of a conflict between the provisions of the Mobile Banking Terms and Conditions and this Agreement, the provisions of the Mobile Banking Terms and Conditions shall control.

**n. Limitations on Frequency of Transfers.**

- During each monthly statement period, you may make six transfers (includes telephone transfers, online banking or mobile banking) or withdrawals from your Money Market or Savings Account by check, debit card, or similar order payable to third parties.

**o. Financial Institution's Liability.** If we do not complete a transfer to or from a consumer Account on time or in the correct amount according to the agreement authorizing such transfers when you have properly instructed us to do so, we will be liable to you for damages that you prove are directly caused by our action. Federal law provides some exceptions to our liability.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS FOR CONSUMER ACCOUNTS:**

If you think there is an error on your statement, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on your statement or receipt, telephone us at 262-754-5555 or write to us at the address below:

16620 W. Bluemound Rd., Suite 100  
Brookfield, WI 53005-5965

You must contact us only at this telephone number or address about errors or questions. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When you call:

1. Tell us your name and Account number.
  2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
  3. Tell us the dollar amount of the suspected error.
  4. It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.
- If you tell us orally, we may require that you send us your complaint or question in writing, at the address provided above, to be received by us within ten business days. We will tell you the results of our investigation within ten 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 to investigate your complaint or question. If it is necessary to do this, we will provisionally re-credit your Account within ten business days 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, however, you have told us orally about your questions or complaints, and we did not receive your written confirmation within ten business days after we asked you for it, we may not provisionally re-credit your Account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. For point-of-sale and foreign initiated transactions, we may take up to 10 business days after we hear from you to tell you the results of our investigation, or alternatively, re-credit your Account and resolve the error within 90 days. Special rules may

apply to new customers during the first 30 days an Account is open. If they apply, we may take up to 20 business days after we hear from you to tell you the results of our investigation, or alternatively, re-credit your Account and resolve the error within 90 days.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. If you tell us orally, we may require that you send us your complaint or question in writing, at the address provided above, to be received by us within five business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law or regulations, if the circumstances or account history warrants the delay.

## **VISA® DEBIT CARDS**

These rules govern the relationship between Spring Bank and each person to whom is issued, or who uses a Spring Bank VISA® Debit Card.

**Use of Card and PIN:** The debit card and PIN are provided solely for your use and protection. You agree to safely keep the debit card and PIN and not permit anyone else to use them. You also agree not to record the PIN on the debit card or otherwise disclose or make it available to anyone else. If you furnish another person the debit card or PIN, you are deemed to authorize all transactions which may take place until you notify us that further transactions are unauthorized. You may use your debit card at any ATM terminal and at other designated terminals to perform any of the transactions listed under Electronic Funds Transfers in these Rules which the Terminal is capable of performing. However, we have no obligation to you if anyone refuses to honor the debit card. You agree to immediately report to us any loss, theft, disappearance, or known or suspected unauthorized use of the debit card or any disclosure of the PIN.

### **Types of Transfers: Limitations**

#### **Consumer VISA® Debit Card**

You may use your **consumer VISA® Debit Card** and PIN to:

- Make deposits to your checking, money market or savings Account.
- Receive cash from your checking, money market or savings Account.
- Transfer funds between your Accounts.
- Receive information regarding the balance of your Accounts.

Some of these services may not be available at all terminals.

#### **ATM Transactions and VISA® Debit Card Point of Sale Transactions (POS):**

You may access your checking, money market or savings Account, using your PIN, to purchase goods (in person), pay for services (in person), get cash from a merchant, if the merchant permits and do anything that a participating merchant will accept.

#### **VISA® Debit Card Point of Purchase Transactions (POP):**

You may access your checking, money market or savings Account to purchase goods (in person, online, by phone) and pay for services (in person, online, by phone), get cash from a merchant, if the merchant permits, and do anything that a participating merchant will accept.

#### **Limitations:**

At ATM's, you may make cash withdrawals totaling a maximum of \$500.00 in cash each day, unless limited by you. At merchants that accept VISA® cards (POS and POP), you may use your consumer debit card to make purchases from your checking, money market, or savings Account each day totaling a maximum of \$1,000. This per day maximum is defined as an aggregate total of purchases and outstanding VISA authorizations. Your combined daily ATM and POS transactions (as defined above) may not exceed \$1,500 per day. Terminals or terminal operators may have other limits on the amount of withdrawals, transfers or deposits. For security reasons there are other limits on the number and amount of transfers you may make using ATM terminals or purchases.

#### **Health Savings Account (HSA) VISA® Debit Card**

You may use your **HSA VISA® debit card** and PIN to:

- Receive cash from your checking Account.
- Receive information regarding the balance of your Accounts.

Some of these services may not be available at all terminals.

**ATM Transactions and VISA® Debit Card Point of Sale Transactions (POS):**

You may access your checking Account, using your PIN, to purchase goods (in person), pay for services (in person), get cash from a merchant, if the merchant permits and do anything that a participating merchant will accept.

**VISA® Debit Card Point of Purchase Transactions (POP):**

You may access your checking Account to purchase goods (in person, online, by phone) and pay for services (in person, online, by phone), get cash from a merchant, if the merchant permits, and do anything that a participating merchant will accept.

**Limitations:**

At ATM's, you may make cash withdrawals totaling a maximum of \$500.00 in cash each day, unless limited by you. At merchants that accept VISA® cards (POS and POP), you may use your HSA debit card to make purchases from your checking Account each day totaling a maximum of \$2,500. This per day maximum is defined as an aggregate total of purchases and outstanding VISA authorizations. Your combined daily ATM and POS transactions (as defined above) may not exceed \$3,000 per day. Terminals or terminal operators may have other limits on the amount of withdrawals, transfers or deposits. For security reasons there are other limits on the number and amount of transfers you may make using ATM terminals or purchases.

**Business VISA® Debit Card**

You may use your **Business VISA® debit card** and PIN to:

- Receive cash from your checking, money market or savings Account.
- Receive information regarding the balance of your Accounts.

Some of these services may not be available at all terminals.

**ATM Transactions and VISA® Debit Card Point of Sale Transactions (POS):**

You may access your checking, money market or savings Account, using your PIN, to purchase goods (in person), pay for services (in person), get cash from a merchant, if the merchant permits and do anything that a participating merchant will accept.

**VISA® Debit Card Point of Purchase Transactions (POP):**

You may access your checking, money market or savings Account to purchase goods (in person, online, by phone) and pay for services (in person, online, by phone), get cash from a merchant, if the merchant permits, and do anything that a participating merchant will accept.

**Limitations:**

At ATM's, you may make cash withdrawals totaling a maximum of \$500.00 in cash each day, unless limited by you. At merchants that accept VISA® cards (POS and POP), you may use your business debit card to make purchases from your checking, money market, or savings Account each day totaling a maximum of \$2,500. This per day maximum is defined as an aggregate total of purchases and outstanding VISA authorizations. Your combined daily ATM and POS transactions (as defined above) may not exceed \$3,000 per day. Terminals or terminal operators may have other limits on the amount of withdrawals, transfers or deposits. For security reasons there are other limits on the number and amount of transfers you may make using ATM terminals or purchases.

**Non-Visa Debit Transactions.** Spring Bank enables non-Visa debit transaction processing and does not require that all such transactions be authenticated by a Personal Identification Number (PIN). A non-Visa debit transaction may occur on your Spring Bank VISA® Debit Card through the Plus, and Access Exchange. Listed are examples to help you distinguish between a Visa debit and non-Visa debit transaction:

- a. To initiate a Visa debit transaction at the point of sale, the cardholder signs a receipt; provides a card number (for example, in e-commerce or mail/telephone order environments); or swipes the card through a point-of-sale terminal.
- b. To initiate a non-Visa debit transaction, the cardholder enters a PIN at the point-of-sale terminal or, for certain bill payment transactions, provides the Account number for an e-commerce or mail/telephone order transaction **after clearly indicating a preference to route it as a non-Visa transaction.**

A non-Visa debit transaction will not provide the zero liability protection benefit, and if a Rewards program is present, a non-Visa debit transaction may not be an eligible Rewards transaction. Provisions of the cardholder agreement relating only to Visa transactions are inapplicable to non-Visa debit transactions.

**Authorization to Debit or Credit Account:** Each time your debit card is properly used you authorize us to debit or credit your checking, HSA, money market or savings (Account), whichever is appropriate for the total amount shown on any sales draft,

withdrawal order, or credit voucher originated by use of your debit card, whether or not signed by you, and we are permitted to handle such sales drafts, orders, and vouchers in the same way we handle authorized checks drawn on your Account.

**Limits on Debit Card Transactions:** You may use your debit card only if the available balance in your Account will be sufficient to pay the amount of the Purchases and Cash Withdrawals. For security reasons, we will establish an Approval Limit on the dollar amount of Purchases or Cash Withdrawals you may make. Any Purchase or Cash Withdrawal may be subject to authorization by us or by a VISA® authorization center and no authorization will be given if the amount of all outstanding purchases and Cash Withdrawals will exceed your available balance or your Approval Limit.

**Right to Stop Payment:** You are not permitted to stop payment on any Purchase or Cash Withdrawal originated by use of your debit card, and we have no obligation to honor any such stop payment request by you.

**Refunds of Purchases:** Cash refunds will not be made to you on Purchases made with your VISA debit card. If a merchant who honors your debit card gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit which we will apply as a credit to your Account. Unless your use of your debit card results in an extension of credit, any claim or defense with respect to property or services purchased with your debit card must be handled by you directly with the merchant or other business establishment which accepts your debit card and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate fees we may be authorized to make.

**Foreign Transactions / Currency Conversion.** When you use your debit card at a merchant that settles in currency other than US Dollars, the charge will be converted into the US Dollar amount. Currency conversion charges are based on the VISA® network. The currency conversion rate used to determine the transaction amount in US Dollars is either a rate selected by VISA from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. You agree to pay fees and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

You agree not to use your debit card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Card Ownership and Termination:** The debit card remains the property of Spring Bank and you agree to surrender the debit card upon request. We may terminate your privilege of using the debit card and may withhold approval of any transaction at any time.

**Customer Liability:** You are responsible to us for the value of any goods, services or money obtained by the authorized use of your debit card. To the extent that we are unable to charge the Account, you authorize us at any time to charge any other of your Accounts at Spring Bank. If these Accounts are insufficient, you are responsible to us for any deficiency.

**Overdrafts:** If use of your debit card overdraws your Account you will be notified and you agree to make immediate payment to us of the amount of any such overdrafts. Also, whenever your Account is overdrawn, we have the right to return, unpaid, any checks or other orders on your Account which are presented to us and assess a service fee for making such returns.

**Transaction Receipts:** You can get a receipt at the time you make transactions using your debit card. Receipt for transactions of \$15 or less at electronic terminals may not be provided.

**Fees:** The Account remains subject to the fees provided for in the separate agreement governing the Account. In addition, you will be charged the fees described in the Personal Service Fee Summary or Business Service Fee Summary, as amended from time to time. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or network used. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

**Other Agreements:** All terms, conditions, and agreements which govern your Account also apply to the Card, except where these Rules provide differently. Your retention of, signature on or use of your VISA debit card constitutes your agreement to comply with these Rules as amended from time to time.

## **AMENDMENTS TO AGREEMENT**

We reserve the right to amend this Agreement at any time. If the change would result in increased fees for any bank service, increased liability for you or an adverse change, we will give you 30 days advance notice (21 days for electronic funds transfer term changes) of any such change. If advance notice of the change is not required, and the change does not jeopardize the security of the Account or

our electronic communication or funds transfer system, we will notify you of the change within 30 days after the change becomes effective.

Notice from us to any one of you is notice to all of you. The Bank shall provide you with notice prior to the effective date of the change by sending written notice to you at the most recent address, by providing notice to you by electronic means or by any other method permitted by law. Other notices may be in the form of a statement message, be disclosed in a mass mailing or posted in the lobbies of our office for a reasonable time.

A change of our interest rates, fees or service charges does not constitute an amendment of these Rules.

## **NOTICES**

All notices shall be deemed given when provided as agreed by us to any one party to the Account to the current address in our records or otherwise made available to you. Notice from us to any one of you is notice to all of you. We may also provide notices to you either (1) by e-mail at the e-mail address we have on record, (2) by access to a web site that we will identify in an e-mail notice we send to you at the time the information is available, (3) in the form of a statement message, or (4) to the extent permissible by law, by access to a web site that generally we will identify in advance for such purpose. You must notify us promptly in writing of any change in your name or mailing address. Any notice you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. Notices you send to us by e-mail are not effective unless we have specifically agreed in writing to receive them.

You may from time to time provide the Bank with an electronic address to which electronic communications and disclosures may be sent to you by the Bank. If you do, you agree that the Bank may send to you by electronic communication any information that is required by state or federal law or regulation to be sent to you in writing, provided such electronic communication or disclosure does not violate the applicable laws and regulations. The term "electronic communication" means a message transmitted electronically in a format that allows visual text to be displayed on equipment, such as a personal computer monitor. You may obtain a paper copy of electronic communications or disclosures by contacting the bank.

By providing a phone number, cellular phone number, other wireless device telephone number, or email address you are expressly consenting to receiving communications at that number or email address from the Bank and the Bank's agents. Such communications may include, but are not limited to voice messages, text messages, or artificial voice message calls. This express consent applies regardless of the call purpose.

## **LEGAL PROCESSES**

You authorize us to comply with or respond to any court order, subpoena, summons, garnishment, attachment, injunction, execution, reclamation, levy, lien or notice of any kind ("Process") received by or served upon us, by which, in our opinion, apply or may apply to your Accounts. It is not our responsibility to determine the validity of any garnishment, levy, subpoena or other legal process served on us. If you believe that any such document should not be enforced or complied with, it is your responsibility to challenge it in the appropriate forum. We may at our option and without liability, refuse to honor orders to pay or withdraw sums from your Account and may hold the balance in the Account until Process is resolved to our satisfaction. We may pay any balance to the proper authorities. Notice of such Process will be provided to you only when required by law. Any Process is subject to our security interest and right of setoff. You agree to pay any fees associated with such "Process" as we have disclosed in our Personal Service Fee Summary or Business Service Fee Summary.

Spring Bank  
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