



Personal Online Banking Terms And Conditions

The Online Banking Agreement and Disclosures (Agreement) apply to Your use of the Online Banking Service provided by Spring Bank, which permits You to access Your Accounts with Us via the Internet for services selected by You and agreed upon by Us.

1. Deposit Account Rules and Defined Terms

Your Account is subject to Our Deposit Disclosure and account agreement, or Your loan agreement with Us. Electronic transactions are generally transmitted and posted quickly; however, check processing often takes additional time and your Account balance, whether an Available Balance or Account Balance, may not reflect the actual amount credited to your account if the deposit is in the form of a check or for other reasons as detailed in Our Deposit Disclosure. Please contact Us for any payoff amounts or information regarding Pending Transactions.

As used in this Online Banking Agreement, the following terms shall have the following meanings:

"Account"	means Your deposit and loan accounts with Us, including but not limited to: checking, savings, money market, certificate of deposit, home equity line of credit, line of credit and certain other loan products.
"Agreement"	means these terms and conditions
"Available Balance"	means the account balance minus any pending holds for deposited or cashed checks, memo posts (e.g., debit card authorization for a purchase), and / or any holds for legal process or other freezes on your Account authorized by the Deposit Disclosure.
"Account Balance"	means the ledger balance as of the time of the inquiry including adjustments for Pending Transactions.
"Business Day"	means Monday through Friday, excluding federal holidays.
"Pending Transactions"	means the electronic transactions which have not been posted but which have been transmitted to Spring Bank.
"Processing Date"	means the Business Day Your Account is debited or credited.
"We," "Our," and "Us"	mean Spring Bank.
"You" and "Your"	mean each account holder, depositor or party authorized to access a deposit Account or borrower on a loan Account accessible through Online Banking.

2. **Authorization**

This Agreement applies to all persons that are parties to the Accounts. This Agreement contains the terms and conditions governing Online Banking, including disclosures required by federal law. Please read this Agreement carefully and keep a copy for Your records.

By subscribing to Online Banking, You acknowledge that You have received and read this Agreement and agree to its terms and conditions. You also acknowledge that this Agreement has been accepted by one or more of the persons who established the subject Account with Us.

3. **Functions**

Using Your Password and Online Banking You can:

- Access any deposit and loan account under the same social security number you provided when you registered for Online Banking; checking, savings, money market, certificate of deposit, Individual Retirement accounts, loans and line of credit.
- View Account Information
- Transfer available funds among Your checking, savings and money market Accounts with the following limitations: for money market and savings accounts, you can make no more than six preauthorized, automatic, telephone or online banking transfers per statement cycle. No more than three of these transfers may be by check, draft or debit card.
- Transfer funds from Your line of credit to Your checking Account.
- Make payments from Your checking, savings or money market Accounts to Your loan Accounts.
- View check, debit and credit items, and deposit ticket transactions online.
- View statements online.

4. **Password and Security**

Using Your password has the same effect as Your signature authorizing transactions. You agree to safely keep the password, not to record the password or otherwise disclose or make the password available to anyone other than authorized users of Your Accounts. Anyone to whom You disclose Your password and anyone who has access to Your password will have full access to Online Banking, including full access to Your Accounts. You have no ability to limit any such persons authority. If anyone uses Your password with Your permission, You will be responsible for any transactions performed by that person.

5. **Your Liability**

Tell Us at once if You believe Your password has been lost, stolen or otherwise became available to an unauthorized person. Please contact Us immediately by telephone or in writing. Telephoning is the best way of keeping Your possible losses to a minimum. If You tell Us within two (2) Business Days after the loss or theft of your password, You can lose no more than \$50 if someone used Your password without Your permission. If You do NOT tell Us within two (2) Business Days after You learn of the loss or theft of Your password, and We can prove that We could have stopped someone from using Your password without Your permission, You could lose as much as \$500.

Also, if Your statement shows transfers that You did not make, tell Us at once. If You do not tell Us within sixty (60) days after the first statement on which the problem or error appeared was mailed to you, You may not get any money You lost after the sixty (60) days if We show that We could have stopped someone from taking the money if You would have told Us in time. If a good reason (such as a long trip or a hospital stay) kept You from telling Us, We will extend the time periods.

6. Contact in Event of Unauthorized Access

If You believe Your password has been lost or stolen or that someone may, or has fraudulently accessed Your Account without Your permission, contact Us at 1-262-754-5555, or write Spring Bank, 16620 W. Bluemound Rd., Suite 100, Brookfield WI 53005-5965.

7. Processing Date for Funds Transfer

We can process a Funds Transfer between Spring Bank Accounts on the same Business Day as Your instructions, if We receive Your instructions before Our Online Banking cut-off time stated on the screens labeled "Transfers". If We receive Your instruction after the cut-off time, We will process the transaction on Our next Business Day.

8. Funds Transfer Limitations

You may transfer Available funds through Online Banking in any amount, subject to funds availability. Federal Reserve Regulation D limits the total number of transfers made by check, telephone, online banking and overdraft protection, as well as preauthorized transfers (including check card purchases, automatic transfers and wire transfers) to six (6) per statement period for savings and money market accounts. The bank may impose an excessive withdrawal fee (service charge) for each transaction exceeding these limitations.

9. Canceling an Order

You may cancel or edit Funds Transfer before Our Online Banking cut-off time stated on the screens labeled "Transfers". If We do not receive Your complete and accurate instruction canceling or editing a Funds Transfer or Bill Payment prior to such times, We will process the transaction. This section applies to a recurring or a one-time transaction.

10. Overdrafts

When You schedule a Funds Transfer or Bill Payment using Online Banking, You authorize Us to withdraw the necessary funds from Your Account with Us. We debit the amount of Your Funds Transfer on the Business Day You instruct Us to process the Funds Transfer between Your Accounts. Each instruction to Us to withdraw or transfer from an Account is an order to Us to pay from that Account on the specified Processing Date. We may charge Funds Transfers against the Account even though the charge creates an overdraft or constitutes a draw against unavailable funds. If You overdraw Your Account, You agree to immediately pay Us the overdrawn amount together with any applicable fees, as stated in Our Personal Account Service Fee Summary.

11. Fees

You authorize Us to charge You Online Banking fees identified in the disclosure called Personal Account Service Fee Summary or the loan Account agreement, which may be amended by Us from time to time.

12. Our Liability For Failure to Process Funds Transfer or Bill Payment

We will use Our best efforts to make your funds transfers according to Your instructions. We will, however, incur no liability if We are unable to complete any transfers initiated by You through Online Banking because of the existence of any one or more of the following circumstances:

1. If the funds transfer would exceed the maximum permitted amount or Your Available Balance, or Your Account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transaction.
2. If the funds transfer processing center is not working properly, and You know or have been advised by Us about the malfunction before You execute the transaction.
3. If circumstances beyond Our control (such as, but not limited to, fire, flood, or interference from

an outside force) prevent the proper execution of the transaction, and We have taken reasonable precautions to avoid those circumstances.

4. If You have not properly followed the instructions for using Online Banking.
5. If Your operating system is not properly installed or functioning properly.
6. For errors or failures from any malfunctions of Your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment You use with Online Banking, including, without limitation, Your inability to access Online Banking or any part of Online Banking.
7. For a failure to provide access or for interruptions in access to Online Banking due to Online Banking system failure.
8. There may be exceptions stated in our Terms and Conditions with you.

Provided none of the foregoing exceptions to the service performance obligations is applicable, if Online Banking causes an incorrect amount of funds to be removed from Your Account, Online Banking shall be responsible for returning the improperly transferred funds to Your Account.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO ONLINE BANKING.

13. Exclusion of Liability and Warranties

Online Banking makes use of a private network, intended for authorized users only. We have confidence in the security measures We employ; however, this is not an invitation for individuals to attempt unauthorized access. By using online banking, you agree to accept complete responsibility therefore, Spring Bank, and their respective officers, directors, employees, agents and service providers, disclaim any and all liability, whether now known or otherwise, with respect to your use, authorized or unauthorized, of online banking, and Spring Bank further specifically disclaims any and all warranties with respect thereto, including but not limited to the warranties of merchantability and/or fitness for a particular purpose.

14. In Case of Errors or Questions

Contact Us by phone at 1-262-754-5555 or write Us at Spring Bank, 16620 W. Bluemound Rd., Suite 100, Brookfield, WI 53005-5965 as soon as You can if You think Your statement or receipt is wrong or if You need more information about a transfer listed on the statement or receipt. We must hear from You no later than sixty (60) days after We sent You the FIRST statement on which the problem or error appeared.

1. Tell Us Your name and Account number (if any).
2. Describe the error or the 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.

If You tell Us orally, We may require that You send Us Your complaint or question in writing within ten (10) Business Days (5 business days for VISA® Debit Card point of sale transactions processed by Visa).

We will determine whether an error occurred within ten (10) Business Days after We hear from You and will correct any error promptly. If We need more time, however, We may take up to forty-five (45) days to investigate Your complaint or question. If We decide to do this, We will credit Your Account within ten (10) Business Days (5 business days for VISA® Debit Card point of sale transactions processed by Visa) for the amount You think is in error, so that You will have the use of the money during the time it

takes Us to complete Our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within ten (10) Business Days, We may not credit Your Account.

The ten (10) day period in the preceding paragraph may be extended to twenty (20) Business Days, if the error involves a transfer to or from the Account within thirty (30) days after the first deposit to the Account was made.

If the error involves an electronic transfer from Your Account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within thirty (30) days after the first deposit to the Account was made, the forty-five (45) day time period to investigate Your complaint or question will be ninety (90) days in place of forty-five (45) days.

We will tell You the results within three (3) Business Days after completing Our investigation. If We decide that there was no error, We will send You a written explanation. You may ask for copies of the documents that We used in Our investigation.

15. Account Information Disclosure

We will disclose information to third parties about your Account(s) or the transactions you make:

1. That we believe are necessary to complete or document transactions, to investigate possible unauthorized transactions, to resolve errors or claims or to combat fraud.
2. In order to verify the existence and condition of your account to a third party, such as a Payee;
3. In order to comply with a governmental agency or court orders; or,
4. To comply with laws, rules and regulations.
5. If you give us your written permission.

The circumstances under which We may provide information about Your accounts to third parties are summarized in Our current privacy notice. You agree that We may deliver Our privacy notices and opt-out notices to You by making them available on www.springbankwi.com. You may access the privacy notice on www.springbankwi.com, or request a paper copy by writing to Us at Spring Bank, 16620 W. Bluemound Rd., Suite 100, Brookfield, WI 53005-5965.

16. Third Parties

You understand that support and services relating to Online Banking are provided by third parties other than Us, and You authorize Us to contract with third parties to provide such support and service.

17. Electronic Record Consent

You consent to receive Electronic Records that may be required to be made available during the course of Your Online Banking relationship with Us. You have a right to withdraw the consent to receive Electronic Records by notifying Us in writing at Spring Bank, 16620 W. Bluemound Rd., Suite 100, Brookfield, WI 53005-5965 or via secure messaging.

Electronic Statement Disclosure and Agreement

To provide Your deposit account statement to you only electronically, Spring Bank is required to obtain Your consent to the receipt of Your statement in electronic format only. Your consent to receiving documents in electronic format only applies to Your deposit Account statement. You have the right to withdraw Your consent to have Your deposit Account statement provided or made available only in electronic format by calling Us at 1-262-754-5555. Spring Bank will notify You by email when Your electronic statement is available for viewing. If Your email address to which We will be sending your notice should change in the future You must update Online Banking with Your new email address in order to continue receiving your statement in electronic format.

If You fail to update Online Banking with Your new email address, We will continue to send You the notice that Your statement is available electronically for viewing to Your email address on record with Us for a period of time. You may not receive the notice. We reserve the right to begin sending hard copies

of Your statement in the mail.

18. Your Right to Obtain Paper Copies

You have a right to obtain Electronic Records in paper form, upon request. You may obtain a paper copy of an Electronic Record by contacting Us by phone at 1-262-754-5555, or 1-866-771-6789. We may charge photocopy fees identified in Our current Personal Service Fee Summary which may be amended by Us from time to time.

19. Periodic Statements

Your Online Banking Account activity will appear on Your periodic account statement, which you may receive from Us via the U.S. Post Office and / or via Online Banking in an electronic format.

20. Notification of Change in Name or Address

You agree to notify Us promptly of any change in name or address by writing Us at Spring Bank, 16620 W. Bluemound Rd., Suite 100, Brookfield, WI 53005-5965.

21. Imaging of Checks, Debit and Credit Items and Deposit Tickets

We will make every effort to produce legible images of account checks, debit and credit items and deposit tickets the next Business Day after the item(s) have been posted to your account. Images will be available up to 90 days after the checks; debit and credit items and deposit tickets have been posted to the account. Some items will produce poor quality images or may not produce an image. In those cases, it is not Our responsibility to remedy the image quality. For better processing quality, We recommend use of the forms and check stock approved by Us.

22. Termination or Discontinuation

In the event You wish to discontinue Online Banking, You must notify Us in writing. Written notice of service discontinuance must be supplied ten (10) Business Days prior to the first day of the month to: Spring Bank, 16620 W. Bluemound Rd., Suite 100, Brookfield WI 53005-5965. You may also notify Us through secure messaging. If You notify Us verbally, You must also send Us written notification. After Your proper notice is received by Us, the actual discontinuance date of Online Banking, for purposes of monthly fees, will be the first day of the next month. As such, monthly fees, if applicable, for Online Banking will not be pro-rated.

We may modify, suspend or terminate Your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to You. In the event We terminate Online Banking, We will try to notify You in advance but are not required to do so. You will be notified as soon as practicable.

Any one person who can use the Account accessible with Online Banking may terminate Online Banking. Neither termination nor discontinuation shall affect Your liability or obligation under this Agreement.

23. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to Our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

24. No Waiver

We shall not be deemed to have waived any of Our rights of remedies hereunder unless such waiver is

in writing and signed by Us. No delay or omission on Our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A Waiver on any one occasion shall not be construed as a bar or wavier of any rights or remedies on future occasions.

25. **Amendment**

We may amend this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic communication or funds transfer system. The Agreement in its current form will always be available Online at the Terms and Conditions Link at www.springbankwi.com. We may require that You accept changes at the time you sign in or We may provide Notice to You at Your current address in Our files. 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 in terms within 30 days after the change becomes effective.

26. **Governing Law and Conflict Provisions**

Your use of Online Banking is governed by these Online Banking Terms and Conditions as well as the Deposit Disclosure, any loan agreement and related documentation, other applicable documentation governing any matter related to your use of online Banking, clearinghouse rules, federal law and law of the state you reside in if in Wisconsin, or if you reside outside of the state of Wisconsin, Wisconsin law applies (without regard to state conflicts of law principles), to the extent that federal and state laws have not been varied by these Online Banking terms and Conditions and the Deposit Disclosure. In case of a discrepancy between these Online Banking Terms and Conditions and the Deposit Disclosure solely relating to your use of Online Banking, these Online Banking Terms and Conditions control and otherwise the Deposit Disclosure controls.

27. **Miscellaneous**

You agree not to use your Account or the Online Banking Service or the Bill Payment Service in any illegal activity. All trademarks, service marks and trade names referenced in this material are the property of their respective owners. Spring Bank is a Member FDIC and an Equal Housing Lender. You agree that you will use Online Banking for personal use only. Online Banking is not intended for use outside the United States.

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