



## **Business Online Banking Terms And Conditions**

**This Business Online Banking Agreement and Disclosures ("Agreement") is between Customer and Spring Bank for the delivery of Online Banking as described below:**

### **1. Defined Terms**

As used in this 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.
- **"Spring Bank"** means Spring Bank and its affiliates, and any agent, independent contractor, designee or assignee which Spring Bank may, in its sole discretion, employ in the provision of Online Banking.
- **"Business Day"** means Monday through Friday, excluding Federal Holidays.
- **"Online Banking"** means Our Internet application designed for online banking convenience for business.
- **"Customer"** means the Depositor named in the Depository Declaration on file with Us.
- **"We", "Our", "Us", and "Bank"** means Spring Bank.
- **"You", and "Your"** means Customer.

### **2. Authorization**

Customer warrants, as of the date of this Agreement and at any time Online Banking or a Service is used or performed, that: a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; b) it has the requisite power and authority to execute and deliver, and to perform its obligations under this Agreement and the Services used or performed by it; c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed has been obtained.

### **3. Acceptance**

By subscribing to Online Banking, Customer expressly acknowledges and agrees that it shall be subject to and abide by all of the terms and conditions contained in this Agreement at all times.

### **4. Services.**

The following services ("Services") are offered through Online Banking:

- View Account information
- Transaction inquiry

- Funds Transfer
- Wire Transfer
- Stop Payment
- Imaging for checks and deposit tickets
- ACH Origination
- Bill Pay

## 5. Hardware and Software Requirements

Spring Bank shall provide Customer with the specifications for any hardware and software which Spring Bank has determined to be compatible with Online Banking. Customer shall be responsible for acquiring the required hardware and/or software and its installation and maintenance. If Customer chooses hardware and/or software that differ from that recommended by Spring Bank, Spring Bank shall not be liable to Customer for any malfunction, failure to function, inaccuracy or other failure of Online Banking to operate as expected.

## 6. Customer Responsibility

Customer shall designate Accounts and Services accessible by Online Banking. Customer shall designate individuals authorized to access Services.

Customer's role and responsibility to designate Accounts, Services and individuals authorized to access Services shall be described as the Online Banking "Security Administrator."

Customer is solely responsible for the timeliness, accuracy, and completeness of any instruction and information in connection with Your Online Banking Service transactions.

## 7. Password and Security

Upon subscribing to Online Banking, You will choose a password. You will be required to periodically change Your password. Customer hereby agrees 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 Online Banking. Using the password has the same effect as Customer's signature authorizing transactions. Anyone who has access to the password will have access to Online Banking and designated Accounts and Services.

Please contact Us immediately at 262-754-5555 if You believe the password has been lost, stolen or otherwise become available to an unauthorized person.

We also require you to identify a unique image that you previously selected and to provide an answer to a security question if you logon from a computer that we do not recognize as one you have logged on from in the past.

## 8. Alerts

**Alerts.** Your enrollment in Spring Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Spring Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Spring Bank reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Spring Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be

imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Spring Bank Online Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at (262)-754-5555. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Spring Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Spring Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Spring Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

## 9. Additional Security: Secure Tokens

Secure tokens provide our clients with an additional layer of Online Banking security. We may at any time require you to use Secure Token(s) as a condition to access our Online Banking service. We reserve the right to suspend or limit your access to our Online Banking service until such Secure Tokens are being used. You and Your administrator(s) have the responsibility to ensure all appropriate users obtain a Secure Token.

You agree to notify the Bank immediately of each loss or theft of a Secure Token, any unauthorized use of the Token, or any other breach of security. The Bank reserves the right to prevent your access to Online Banking should the Bank have reason to believe the confidentiality of your Token has been compromised. Spring Bank reserves the right to charge a fee for the replacement of a lost or stolen Token, as defined in the Service Fee Summary for Business Accounts

We may dishonor or disable any Secure Token at any time and will inform you if we decide to do so. We may also issue additional or replacement Tokens from time to time and the Company, its Administrators and users shall follow the Bank's instructions regarding the distribution, installation and use thereof.

## 10. 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. Loan payments will comply with the terms and agreements previously agreed to in the Note and Loan Agreement.

We reserve the right to limit the number of withdrawals / transfers from or debits to your Money Market, and Savings Account. We limit preauthorized, check, electronic (such as online banking and mobile banking) or telephone withdrawals / transfers from Money Market, and Savings Accounts to six per month or statement cycle. The Bank will charge you an excessive withdrawal fee (Service Charge), as defined in the Service Fee Summary for Business Accounts, if account activity exceeds six withdrawals / transfers

per month or statement cycle from your account to another account or to a third party by preauthorized, check, electronic, or telephone transfer.

Customer authorizes Us to withdraw the necessary funds from Your Account with Us to process the funds transfer transaction. Any funds transfer shall be in an amount not to exceed any limit established by Spring Bank from time to time.

Uncollected funds may be accessed for funds transfer and check clearing, subject to applicable fees as stated in the Service Fee Summary for Business Accounts. Customer assumes responsibility for verifying availability of funds at the time of the funds transfer order. If Account is overdrawn, Customer agrees to immediately pay Us the overdrawn amount together with any applicable fees as stated in the Service Fee Summary for Business Accounts. If the Account is maintained in connection with a Sweep Agreement with a Spring Bank Line of Credit, any overdraft will be made in accordance with the agreement or rules governing that Sweep Agreement rather than this Agreement.

## **11. Wire Transfer**

You may use the Business Internet Banking service to create, view, modify and delete Wire transactions within your limits and accounts as defined in your Funds Transfer Agreement.

The Bank shall have the right to reject any wire payment instruction if you have insufficient available funds in the Account or for any other reason. If the Bank rejects a wire payment instruction, the Bank shall use reasonable efforts to notify you through Bank email or by telephone no later than the business day on which such wire payment instruction would otherwise be executed by the Bank.

You agree that the Bank may rely on the routing or identifying number provided by you for the intermediary bank or the beneficiary's bank, even if it identifies a bank different from the bank identified in the wire payment instruction. The Bank has no duty to detect any such inconsistency in identification.

You agree that the Bank may rely on the Account number provided by you and the Bank is under no obligation to confirm that the name of the Account to which funds are transferred, conforms to the name given in the wire payment instruction.

The Customer is responsible for full routing instructions. The Customer agrees that in executing any Payment Order the Bank may make use of correspondents, agents, sub-agents, funds transfer and communications systems. The Customer agrees that if a Payment Order does not designate an intermediary bank where appropriate, the Bank will select an intermediary bank on behalf of the Customer and the Customer agrees that the Bank shall have no liability with respect to such selection. To the full extent permitted by law, correspondents, agents, sub-agents, systems or intermediary banks shall be deemed to be agents of the Customer and the Bank shall not be under any liability for any errors, negligence, suspension or default of any of them, all such risks being borne by the Customer.

The Bank is under no obligation to cancel or amend a wire payment instruction after it has been transmitted to the Bank. However, the Bank shall use reasonable efforts to act on a request by you for cancellation of a wire payment instruction prior to the Bank's execution of the instruction, but the Bank shall have no liability if such cancellation is not affected.

All domestic wire payments submitted before 3 p.m. CST, Monday through Friday (excluding federal holidays), will be processed on that day. Domestic wire payments submitted after 3.00 p.m. CST on a Banking day will be processed on the next business day.

All international wire payments submitted before 2 p.m. CST, Monday through Friday (excluding federal holidays), will be processed on that day. International wire payments submitted after 2.00 p.m. CST on a Banking day will be processed on the next business day.

## **12. Stop Payment**

A stop payment order must be received by Spring Bank at such time and in such a manner that Spring

Bank has a reasonable opportunity to act on it prior to the earlier of the payment of the check, draft or other payment mechanism (e.g. "ACH") by Spring Bank or the cutoff hour established by Spring Bank for receipt of such requests, if any. Use of this stop payment request form by a Customer and receipt of same by Spring Bank (whether received electronically or otherwise) constitutes Your agreement to all of the terms and conditions contained herein and authorize Spring Bank to initiate the stop payment. Stop payment orders received after regular banking hours on Monday through Friday or on Saturdays, Sundays, federal holidays, or Spring Bank's established cutoff times may be considered received and will be processed on the next banking day.

***SPRING BANK IS NOT BOUND BY A STOP PAYMENT REQUEST AFTER SIX (6) MONTHS FROM THE DATE OF SUCH ORDER UNLESS SUCH ORDER IS RENEWED FOR AN ADDITIONAL SIX (6) MONTHS.***

You understand that stopping payment on a check does not relieve you or any other signer of such check from liability on the check to a person who has taken such check for value, in good faith and without notice of any defense or claim that you or any other signer of the check may have on the check. If more than one signer is required on such check, Spring Bank is authorized to accept any stop payment order from any of such signers.

You agree to pay the stop payment fees identified in Spring Bank's current Service Fee Summary for Business Accounts, as amended from time to time, and authorize Spring Bank to deduct any such fees from any account you maintain with Spring Bank.

You understand the need for absolute accuracy in describing the check upon which stop payment is requested. **IF ANY INFORMATION DESCRIBING THE CHECK IS NOT ACCURATE, SPRING BANK MAY NOT FIND THE CHECK OR INITIATE THE STOP PAYMENT ORDER.** Spring Bank shall not be liable for failing to stop payment on a check or for stopping payment on the wrong check if the information regarding the check is not completely and accurately described and provided to Spring Bank.

You agree to indemnify and hold harmless Spring Bank against any loss, cost, claim, expense, damage or liability (including reasonable attorneys' fees) Spring Bank may sustain for stopping payment on any check described herein in accordance with any stop payment order received by Spring Bank.

You agree to notify Spring Bank promptly of the issuance, check number and date of a duplicate check or the return of the original check.

You agree to notify Spring Bank in writing if you wish to release the stop payment. You may contact Spring Bank in person or in writing at the following address:

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

### **13. Imaging for Checks and Deposit Tickets**

We will make every effort to produce legible images of Account checks and deposit tickets; however, 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 the use of forms and check stock approved by Us.

### **14. ACH Origination**

If applicable, the Automated Clearing House ("ACH") Services offered through Online Banking will be governed by the ACH Origination Agreement that You previously executed. Uncollected funds may not be used for ACH.

### **15. Bill Payment**

For business accounts, subject to our approval, you may order transfers from designated accounts for payment to third parties using this service. Payment amounts are limited to \$25,000 per transaction. If

you opt to utilize the expedited payment services, you will be charged the current stated fee which will be presented by the service when an expedited payment transfer is requested. Bill Payment Terms and Conditions are available on our website at [www.springbankwi.com](http://www.springbankwi.com) under Disclosures.

#### **16. Overdraft**

Customer is liable for any Account shortage resulting from fees or overdrafts, whether caused by Customer, authorized user, or another with access to Online Banking. This liability is due immediately, and can be deducted directly from the Account balance specified whenever sufficient funds are available. Customer does not have the right to defer payment of this liability, and You are liable regardless of whether You processed the item or benefited from the fee or overdraft. This includes liability for Our costs to collect the outstanding balance including, to the extent permitted by law, Our reasonable attorney's fees.

#### **17. Fees**

Customer shall compensate Spring Bank for the performance of each Service in accordance with the applicable fees listed in Our Service Fee Summary for Business Accounts, which may be amended from time to time.

#### **18. Liability**

Spring Bank shall not be liable to You for any damages whatsoever arising in connection with the accuracy and completeness of information supplied through Online Banking regarding Your Account. We will exercise ordinary care in providing Online Banking Services and will be responsible for a loss sustained by You only to the extent such loss is caused by Our reckless or willful misconduct. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care, nor shall We have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have reasonably been foreseen by Spring Bank. Under no circumstances shall Spring Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any Service which is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by You or any third party, strikes or lockouts, emergency conditions, riots, war, acts of government or other circumstances which are unavoidable beyond Our control. Spring Bank shall not be liable for failure to perform any of its obligations in connection with any Online Banking Service if such performance would result in it being in breach of any law, regulation or requirement of any government authority.

#### **19. Exclusion of 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, CUSTOMER AGREES 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 CUSTOMER'S 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.

#### **20. Indemnification**

Customer shall indemnify and hold harmless Spring Bank and each of its directors, officers, employees, agents, successors and assigns ("Indemnitees") from and against all liability, loss and damage of any

kind incurred by or asserted against Indemnitee in any way relating to or arising out of any Service, by reason of any acts or omissions of Customer or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such Indemnitee and provided that reliance without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee.

## **21. Contact Us**

Contact Spring Bank by phone at 262-754-5555 or write Us at Spring Bank, 16620 W. Bluemound Rd., Suite 100, Brookfield, WI 53005-5965.

## **22. Account Information Disclosure**

The circumstances under which We may provide information about Accounts to third parties are summarized in Our current privacy notice. Customer agrees that We may deliver Our privacy notices and opt-out notices to Customer by making them available on [www.springbankwi.com](http://www.springbankwi.com). Customer may access the privacy notice on [www.springbankwi.com](http://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.

## **23. 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 53005-5738 or via secure messaging.

## **Electronic Statement Disclosure and Agreement**

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

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

## **24. Termination or Discontinuation**

In the event Customer wishes to discontinue Online Banking, Customer 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. Customer may also notify Us through secure messaging. If Customer notifies Us verbally, Customer must also send Us written notification. After Customer's 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 prorated.

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

Neither termination nor discontinuation shall affect Customer's liability or obligation under this Agreement.

## **25. Assignment**

Customer may not assign this Agreement to any other party without Spring Bank's prior written consent. 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.

## **26. Third Parties**

Customer understands that support and services relating to Online Banking are provided by third parties other than Us, and Customer authorizes Us to contract with third parties to provide such support and service.

## **27. No Waiver**

We shall not be deemed to have waived any of Our rights or 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 waiver of any rights or remedies on future occasions.

## **28. Governing Law**

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

## **29. Headings**

Headings are used for reference purposes only and shall not be deemed part of this Agreement.

## **30. Conflict of Provisions**

This Agreement is intended to supplement and not to replace other agreements between Customer and Us relating to Accounts, including, without limitation, the Deposit Disclosure. The deposit Accounts accessed by Online Banking remain subject to the Deposit Disclosure governing deposit accounts, which have been provided to You. Additionally, any loan or line of credit accessible by Online Banking will remain subject to the Loan Agreement that You executed previously.

In the event of a conflict between this Agreement and any other account rules and agreements that apply to Your Accounts, this Agreement shall govern and prevail, unless otherwise specified in this Agreement.

## **31. Binding Effect**

This Agreement shall bind and benefit the parties and their successors and assigns. Spring Bank may from time to time amend any of the terms of this Agreement. Customer will be provided with notice of any such amendments in accordance with Spring Bank's normal business practices. By continuing to use any Service after notice of such amendment, Customer shall be deemed to have agreed to such amendment and shall be bound by this Agreement as so amended.

## **32. Prohibited Uses**

The following content and activities may not be displayed or promoted by Customer nor associated in any way with Customer's account, including, without limitation:

- Transmission, storage, or presentation of any information, data or material in violation of any United States, state or local law, rule or regulation.
- Copyrighted materials without the proper authorization or permission.



- Material or activities judged by Spring Bank to be threatening, obscene, disparaging, or hate-related.
- Material protected by trade secret or other statute.
- Pornography, nudity, erotica, and sex related merchandising, including, without limitation, sites that may infer sexual content, or link to adult content elsewhere.
- Content that promotes any illegal or prohibited activity.
- Content that may be damaging to Our servers or to any other server on the Internet.
- Pirated software.
- Promotion or sale of unsolicited or bulk email (SPAM) software or services.
- Unsolicited or bulk email or newsgroup posts (SPAM) which references and/or is traceable to Spring Bank or Customer in any way.
- Illegally distributed MP3 media.
- Harassing, annoying, or otherwise interfering with any person's, groups or organization's use or enjoyment of the Internet experience.
- Links or reference to any of the above.

### **33. Refusal of Services**

Spring Bank reserves the right, at all times and for any reason, to refuse or cancel the Services in its sole discretion, with or without notice to Customer.

SPRING BANK  
16620 W BLUEMOUND RD., SUITE 100  
BROOKFIELD WI 53005-5965  
262-754-5555

**[WWW.SPRINGBANKWI.COM](http://WWW.SPRINGBANKWI.COM)**

