



Personal Online Banking Terms And Conditions

The Personal 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 of the bill payment service.
"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.
"Due Date"	means the date reflected on your Merchant statement for which the payment is due; it is not the late date or grace period.
"Merchant"	means the person or entity to which you wish a bill payment to be directed.
"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:

- View Account Information
- Transfer funds among Your deposit Accounts and Your Home equity line of credit
- Transfer funds from Your line of credit to Your checking Account
- Make payments out of deposit Accounts to Your loan Accounts
- Use checking Accounts to pay bills electronically
- View check, debit and credit items, and deposit ticket transactions online
- View statements online

Note: Once you begin using Online Banking, you will be able to sign up for the optional Bill Payment Service. Through the Bill Payment Service, you can use your checking and money market Accounts to pay your bills electronically.

4. **Password and Security**

Upon subscribing to Online Banking, You will choose a password. You will be required to periodically change Your password. 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 262-754-5555, or write Spring Bank, 16620 W. Bluemound Rd., Suite 100, Brookfield WI 53005-5965.

7. **Bill Payment**

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. Personal Bill Pay Terms and Conditions are available on our website at www.springbankwi.com under Disclosures.

8. 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 screen 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 Personal 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 Personal 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 Personal Accounts.

9. Canceling an Order

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

10. 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 which will be disclosed on the screen labeled "stop payments". 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, or federal holidays 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 Personal Accounts, as amended, 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

11. **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 debit the amount of Your Bill Payment from Your Account on the Processing Date, which is generally two (2) to five (5) days prior to the payment date. We may charge Funds Transfers and Bill Payments 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 Service Fee Summary for Personal Accounts.

12. **Fees**

You authorize Us to charge you fees identified in the Service Fee Summary for Personal Accounts which may be amended by us from time to time or your Loan Account Agreement.

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

We will use Our best efforts to make all Your Bill Payments and 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 Bill Payment or 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 Bill Payment or 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 the Payee mishandles or delays a Bill Payment sent by Us.
4. If You have not provided Us with the correct names, phone numbers, or account information for those persons or entities to whom You wish to direct payment (Payee).
5. 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.
6. If You have not properly followed the instructions for using Online Banking.
7. If Your operating system is not properly installed or functioning properly.
8. 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.
9. For a failure to provide access or for interruptions in access to Online Banking due to Online Banking system failure.

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. If Online Banking causes funds from Your Account to be directed to an incorrect Payee, You agree to help Us recover funds directed to the incorrect Payee. We will make every effort to direct to the proper recipient any previously misdirected Bill Payments.

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.

14. 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.

15. In Case of Errors or Questions

Contact Us by phone at 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.

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 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.

16. 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 Policy. You agree that We may deliver Our Privacy Policy and opt-out notices to You by making them available on www.springbankwi.com. You may access the Privacy Policy 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.

17. 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.

18. 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 / 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 update Online Banking 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. Therefore, You may not receive the notification. We reserve the right to begin sending hard copies of Your statement / notice in the mail.

19. 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 262-754-5555, or 866-771-6789. We may charge photocopy fees identified in Our current Service Fee Summary for Personal Accounts which may be amended by Us from time to time.

20. Periodic Statements

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

21. 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.

22. 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.

23. 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. 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.

If you do not access or use the Bill Payment Service for an extended period of time, we may in our sole discretion, terminate your access to and use of the Bill Payment Service without notice to you. 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.

24. Information Authorization

In order to facilitate Bill Payment or investigate fraud related to Online Banking, it may be necessary to obtain additional information from other financial institutions, merchants or consumer credit reporting companies. By accepting and using Online Banking. You authorize Us to obtain information regarding Your Bill Payment transaction from a merchant or other Payee to resolve payment-pending problems.

25. 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.

26. 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.

27. Amendment

We may amend this Agreement at any time. The Agreement in its current form will always be available Online at the Disclosures Link. 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. Amendments will be effective upon the date posted at Online Banking.

28. Governing Law and Conflict Provisions

Your use of Personal Online Banking is governed by these Personal 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 Personal Online Banking, clearinghouse rules, federal law and law of the state you reside 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 Personal Online Banking Terms and Conditions and the Deposit Disclosure. In case of a discrepancy between these Personal Online Banking Terms and Conditions and the Deposit Disclosure solely relating to your use of Personal Online Banking, these Personal Online Banking Terms and Conditions control and otherwise the Deposit Disclosure controls.

29. Miscellaneous

You agree not to use your Account or the Personal 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 Personal Online Banking for personal use only. Personal Online Banking is not intended for use outside the United States.

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

WWW.SPRINGBANKWI.COM

