

## **Terms and Conditions**

### **ONLINE BANKING AND MOBILE BANKING AGREEMENT AND DISCLOSURE**

By Clicking Accept you are agreeing to the terms and conditions of Waldo State Bank Online Banking (Online Banking). Please read this agreement carefully and keep a copy for your records. These terms and conditions are in addition to Electronic Funds Transfer disclosure, Funds Availability disclosure, and the Truth in Savings disclosure provided to you at account opening. You may use your username and password to access your accounts online 24 hours a day at [www.waldostate.bank](http://www.waldostate.bank). However, there may be times when Online Banking is not available due to system maintenance or periods of unexpected interruptions.

I agree that by using Online Banking, I am authorizing Waldo State Bank to transfer funds or make payments, and I authorize Waldo State Bank to withdraw from the designated account the amount of funds required to complete the transaction(s). In addition, I authorize Waldo State Bank to honor requests for new account services, instructions to change existing account information or services, and process other communications received through our Online Banking. I understand that I can terminate the Online Banking service at any time by providing notification to Waldo State Bank. In addition, I acknowledge that Waldo State Bank has the right to discontinue the Online Banking service at any time.

### **DEFINITIONS**

The terms you, your and Authorized User refers to any and all individuals authorized by an account owner/authorized signer to access Online Banking Services.

The terms we, us and our refer to Waldo State Bank, the financial institution.

The term "Account" refers to your account or accounts with us that you have designated for Online Banking Service access and that we allow to be included under this service. The type of accounts that may be designated include consumer deposit accounts, such as Checking, Statement Savings, NOW accounts and Money Market accounts, consumer loans, line of credit accounts, and mortgage accounts. You must

be an account owner/ authorized signer for each account that you designate, and the Accounts must permit withdrawal by a single signer.

The term Login Credentials refers to the combination of your USER ID and PASSWORD that must be used together to securely access your account information.

The term "Disclosures" refer to the regulatory disclosures provided to you at the time of depository account opening, such as the Truth in Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure, and Privacy Disclosure, as well as any schedule of fees and charges. These Disclosures still govern the Account.

The term "Business Day" refers to any day in which we are open and available to customers for the purpose of conducting banking business, or as otherwise described in the Disclosures provided to you with your account. Please refer to your Disclosures for detailed information regarding Business Days.

The term "Check Image" refers to the digital image of any check you transmit to us using Remote Deposit Capture. The term "item" refers to the definition provided in Article 4 of the UCC.

The term check refers to the definition provided in Regulation CC.

The term "Original Check" refers to the definition provided in Regulation CC. The term "Substitute Check" refers to the definition provided in Regulation CC.

The term "Electronic Check" refers to the definition provided in Regulation CC Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that (1) Is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) Conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

The term record refers to a writing created, generated, sent, communicated, received, or stored by electronic means.

## **ISSUANCE OF YOUR PASSWORD**

Using a personal device, Online Banking allows you to perform transactions on your accounts 24 hours a day, seven days a week, including holidays. By connecting to Online Banking with your personal device and proper authentication, you are requesting access to your account information using Online Banking. You agree that the security information shall be kept strictly confidential and will be used only to access your Waldo State Bank accounts via Online Banking. Online Banking allows you to change your password at any time. It is recommended that you memorize your username and

password and do not write it down. You are responsible for all payments you authorize using Online Banking. If you permit other people to use the service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the service without your consent, you must notify us immediately at 920-528-8385 during business hours.

## **ACCOUNT ACCESS**

You may access your accounts via Online Banking using your password to:

- Transfer funds between Accounts,
- Transfer of funds between Accounts on a recurring basis,
- Balance inquiry on each Account,
- Request or retrieve a copy of a paid check or past statement on the Account,
- Change the Account(s) and Access information for your Online Banking Services,
- Conduct secured email communications with us regarding your Online Banking Services,
- The use of our Bill Pay Services,
- The use of Mobile Banking Services,
- The use of Remote Deposit Capture (RDC) Services,
- Transfer funds to your savings and checking accounts by obtaining an advance on any of your line of credit accounts,
- Make your loan payments by transferring funds from your savings or checking accounts.

## **CONFIDENTIALITY**

In order that your privacy is protected, we will not disclose any information about you or your account to any person, organization, or agency except:

For certain routine disclosures necessary for the completion of a transfer; or

For verification of the existence and condition of your account for a credit bureau or merchant; or

To persons authorized by law in the course of their official duties; or

To our employees, auditors, service providers, attorneys, or collection agents in the course of their duties; or

Pursuant to a court order or lawful subpoena; or

To a consumer reporting agency if your account is in default; or

By your written authorization which shall automatically expire 45 days after our receipt of your authorization. If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

Please refer to our Privacy Policy for complete disclosure.

## **HARDWARE AND SOFTWARE**

Online Banking Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated account(s) through internet access on your personal device. You must obtain and maintain, at your expense, compatible hardware, and software in order to take advantage of these Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and installation.

## **LIMITATIONS**

You may withdraw and transfer up to the current available balance in your accounts. All transactions made through Online Banking Services will be listed on your monthly account statement. You will not receive a receipt or confirmation for any transaction made through Online Banking.

## **TRANSACTION LIMITATIONS**

There is no limitation to the number of Online Banking or Bill Pay payment transactions you may make per month, provided there are sufficient funds to complete the transactions. For security purposes, a maximum dollar amount for withdrawals and transfers may be imposed.

## **FEES**

No fees will be assessed for online banking services unless additional specialty services are chosen as outlined in the banks fee schedule.

## **MOBILE SERVICES**

You may also access your account using your mobile device. Enrollment in Online Banking is required to access Mobile Banking. Data usage fees from your phone provider may apply.

## **EDOCUMENTS**

This service offers the capability to access your account documents within Online Banking. You will be required to agree to the eDocument Agreement and Disclosure. Once enrolled in the service you will no longer receive paper documents.

## **DOCUMENTS SENT ELECTRONICALLY**

The documents that will be sent electronically include communication for important notices and/or product and service announcements. If you agree to a separate eDocument Agreement and Disclosure, you then may receive account statements and tax documents electronically.

## **STATEMENT DELIVERY**

Upon agreeing to a separate eDocument Agreement and Disclosure, Waldo State Bank will send notification to the email address on file. The notice will only inform you of its availability. Please log-in to Waldo State Bank Online Banking to access the

documents. If you would like to receive paper instead of e-statement, you can notify the bank of your request or make the change in the online banking system.

## **SCHEDULED TRANSFERS**

Online Banking Services are available for your use 24 hours each day, seven days a week, unless the system is undergoing maintenance, which may occur from time to time. The posting of Online Banking Services transactions depends on the time and day of the transaction. Transfer requested through Online Banking Services before 7:30pm CT on a Business Day will be posted the same day and be included in the available funds for the receiving Account. Transfers request after 7:30pm CT on a Business Day or requested on a non-Business Day, will be posted on the following Business Day to the receiving Account and will be considered available funds on the at day. Separate terms and conditions for Availability of Funds, which were provided at the New Account Opening, may apply to transaction completed using RDC Services and will be disclosed to you in the agreement governing these services, if applicable.

**Cancellation of Transfer:** A one-time transfer is immediate and cannot be cancelled. The deadline for cancelling a recurring transfer request is by 5:00pm the day before the transfer is scheduled to occur.

## **UNAUTHORIZED TRANSFERS**

You should notify us immediately if you believe your Online Banking password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Or you should change the password online using Online Banking. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, 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 statement was mailed to you, you may not get back any money you lost after the sixty (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 a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your Online Banking password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact Waldo State Bank immediately at:

### **Customer Service and Security Issues:**

**Address:** 119 N. Depot St, Waldo, WI 53093

**Phone Number:** 920.528.8385

**Business Hours:** 8:30am 5:00pm CT Monday through Friday

### **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance:

If, through no fault of ours, you do not have enough money in your account to make the transfer, or

If the transfer would go over the credit limit on your line of credit account, or

If the ATM where you are making the withdrawal does not have enough cash, or

If the terminal or system was not working properly and you knew about the breakdown when you started the transfer, or

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken, or

If your account is subject to legal process or restricted by us, or

If you use the wrong PIN, or

If you use a damaged or expired card or a card that has been reported lost or stolen, or

If the account from which you attempt to make a withdrawal has been closed.

There may be other exceptions stated in our agreement with you.

## **ERROR RESOLUTION PROCEDURES**

In case of errors or questions about your electronic transfers: contact Waldo State Bank at:

**Address:** 119 N. Depot St, Waldo, WI 53093

**Phone Number:** 920.528.8385

**Business Hours:** 8:30am 5:00pm CT Monday through Friday

**Email:** [waldosb@waldostatebank.com](mailto:waldosb@waldostatebank.com)

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 the FIRST statement on which the problem or error appeared.

Tell us your name and account number (if any).

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.

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 questions in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you about 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.

## **SEVERABILITY**

Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or validity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## **ASSIGNABILITY**

We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your rights and duties under this Agreement at any time.

## **NO WAIVER**

You understand and agree that no delay or failure on our part to exercise any right, remedy, power, or privilege under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

## **BILL PAY SERVICES**

You can access these Services in the same manner as you access other Online Banking Services, using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated account to be debited for your bill-paying activities. See the Transaction Limitations provision of this Agreement.< span="">/span>

You must maintain sufficient available funds in the designated account to satisfy the expected payment activity. There is a \$ 1.00 minimum, and a \$ 9,999.99 maximum dollar amount that may be set-up as a payment using our Bill Pay services.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least 2-5 days as set-up time for electronic payments and at least 5-7 days as set-up time for check payments to those payees that cannot yet accept an electronic payment and are to receive a check through our service. If we pay your bill by issuing a Check, we may, at our discretion, send the Check to the payee before the due date you selected. The payee may cash the Check before or after the selected due date.

If your account has insufficient funds when the payee cashes the Check and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees. Refer to the Account Agreement provided at New Account opening for more information.

If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the due payment and set-up the next payment to that payee through our Bill Pay service.

We, and Licensee when indicated, assume responsibility for all reasonable efforts to process your payments through our online Bill Pay services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using this service.

## **CANCELLING BILL PAY**

You may cancel Bill Pay services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not cancelled in writing or in a record to us, we may require a record or writing confirming the service cancellation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the services for any remaining payees.

## **MOBILE AGREEMENT AND DISCLOSURE**

**SERVICE** The Mobile Deposit service (Service) is designed to allow clients (You) to deposit checks to their designated checking or savings account (Account) with Waldo State Bank (Bank) using mobile devices. Checks are scanned using the camera on the mobile device and securely transmitted to the Bank for review and deposit. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check.

## **QUALIFICATIONS**

Use of the Service is subject to Bank approval. In order to be eligible to use the Service, your account(s) must meet qualification criteria set by the Bank. We will review all accounts for which you are a signer in order to determine your qualification for the Service. If you are not eligible for this Service, we will notify you of our decision.

## **ACCEPTANCE OF THESE TERMS**

By electronically accepting this Agreement, you are agreeing to all of the terms and conditions outlined within it. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change. You will be notified of any changes to this Agreement. We will provide you with advance notice if any changes to this Agreement are required by applicable law.

## **CREDIT AUTHORIZATION**

I/We authorize the lender or its successors to order a credit report and verify other credit information including, but not limited to present or past mortgage references, federal and state records or other sources as required.

## **DAILY AND MONTHLY DEPOSIT LIMITS**

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. You will be notified that the deposit was rejected. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which exceed your deposit limits.

You agree to the following deposit limits by using this service. Deposit limits are subject to change from time to time.

Daily Count = 4

Daily Amount = \$5,000.00

Monthly Count = 12

Monthly Limit = \$15,000.00

## **LIMITATION OF SERVICE**

When using the Service, you may experience technical or other difficulties. We are not liable for or responsible for any technical difficulties or any resulting damage that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

## **INELIGIBLE CHECKS**

You agree that you will not use the Service to scan and deposit any checks as listed below:

Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.

Checks payable jointly, unless deposited into an account in the name of all payees.

Checks with any endorsement on the back other than specified in this Agreement.

Checks containing obvious alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

Checks drawn on a financial institution located outside the United States.

Checks dated more than six (6) months prior to the date of deposit or future-dated checks.

Checks that are in any way incomplete.

Checks prohibited by the Banks current procedures relating to the Service or which are otherwise not acceptable under the terms of your Terms and Conditions of Your Account (Terms and Conditions), provided at the time of the New Account Opening.

Checks on which the numerical and written amount are different.

Checks that have been previously returned unpaid by the financial institution on which they are drawn, including substitute, and remotely created checks.

Checks that are payable to cash.

Checks that have been previously submitted through the Service or through a remote deposit capture service offered at any other financial institution.

## **IMAGE QUALITY**

You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the image. You are solely responsible for the security of your mobile device. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or

illegible images to us or if the Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable images to us. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Banks audit purposes. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, or disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title, and interests in and to the Service, Software and Development made available to you.

The image of a check transmitted to the Bank using the Service must be legible, as determined by the sole discretion of the Bank. The image that is transmitted must be of such quality that the following information can easily be read:

The amount of the check.

The payee.

The drawers signature.

The date of the check.

The check number.

Information identifying the drawer and the paying bank that is preprinted on the check in a commercially acceptable format, including the routing number, account number and check number.

## **ENDORSEMENTS**

You agree to restrictively endorse any check transmitted through the Service. Your endorsement must include your signature and the restrictive endorsement For Mobile Deposit Only at Waldo State Bank. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

## **DISPOSAL OF TRANSMITTED CHECKS**

Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to properly store the check to ensure that it is not presented again for payment. You agree that you will never represent the check to the Bank or any other financial institution. You agree to retain all checks you have deposited through the Service for at least twenty-one (21) business days and following the twenty-one (21) day retention period, you agree to dispose of your check in a manner which will ensure the check will not be presented again.

## **RECEIPT OF CHECKS**

We reserve the right to reject any check transmitted using the Service, at our discretion. We are not responsible for checks we do not receive or for images that are dropped during transmission. An image of a check shall be deemed received when the funds are deposited in your account. Receipt of such confirmation does not mean that the transmission was error free or complete. Receipt of such confirmation or funds does not mean that your Account will not be charged back for the amount of the deposit and any applicable fees under the Terms and Conditions, provided at the time of New Account opening, if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

## **AVAILABILITY OF FUNDS**

In general, if an image of a check you transmit through the Service is received and accepted before 4:00 p.m. CT on a business day that we are open, we consider that day to be the day of your deposit and available. Deposits received after 4:00 p.m. CT or on a business day we are not open, we will consider that the deposit was made and available on the next business day we are open. Funds deposited using the Service will generally be made available the next business day following the day of deposit.

## **CONFIRMATION OF DEPOSITS**

It is your responsibility to verify that your deposit has been completed successfully by signing into the mobile application, viewing the status of your mobile deposit history, and verifying the funds are available in your account.

## **RETURNED CHECKS**

Any credit which we deposit into your account immediately following a transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account, the full amount will be deducted from your account along with any fees that are incurred due to the checks rejection as described in our Fee Schedule and Terms and Conditions, provided at the time of New Account opening. We are not responsible for any losses incurred as a result of deposits returned to your account.

## **TERMINATION**

The Bank may, in its sole discretion, revoke your qualification for the Service at any time without prior notification.

## **ERRORS**

You agree to notify the Bank of any suspected errors regarding checks deposited through the Service promptly, and in no event later than 60 days after the applicable Bank account statement is mailed to you. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Bank for such alleged error.

**Address:** 119 N. Depot St, Waldo, WI 53093

**Phone Number:** 920.528.8385

**Business Hours:** 8:30am 5:00pm CT Monday through Friday

**Email:** [waldosb@waldostatebank.com](mailto:waldosb@waldostatebank.com)



## **ERRORS IN TRANSMISSION**

By using the Service, you accept the risk that a check may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected checks or information disclosed through such errors.

## **MOBILE DEPOSIT SECURITY**

You should complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your device. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

## **FEES**

There will be no fees assessed for the use of this service. Should this change, proper advance notice will be given to clients, as required by applicable law.