



## Personal Online Banking Disclosure

First Community Bank hereby publishes the following terms and conditions for User's use of Electronic Banking Services "Internet Banking" and "Internet Banking with Bill Payment". First Community Bank reserves the right to modify these terms and conditions at any time, effective upon publication. User's use of the Electronic Banking Services constitutes agreement to these terms and conditions and any modifications thereof.

User agrees that the following uses of the Electronic Banking Services are strictly prohibited. User agrees to indemnify, hold harmless, and defend First Community Bank from and against any and all claims, actions, suits, judgments, and expenses (including court costs and reasonable fees of attorneys, accountants, and expert witnesses), at User's sole expense, arising from User's failure to abide by these restrictions on use of the Electronic Banking Services.

Users agree NOT to participate in the following activities:

- Unauthorized communication of any charge or credit-card information belonging to any other person or entity;
- Unauthorized communication of any information concerning any password or other on-line access number, code, or identification or any other proprietary information belonging to any other person or entity;
- Use of the Electronic Banking Services to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to the User permitting such activity. Copying or distribution or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.
- Communicating any obscene or defamatory information including but not limited to on bulletin boards or in conjunction with conferences; or
- Use of the Electronic Banking Services in violation of any telecommunication, postal, or other local laws or regulations of the User's country of origin or of the United States or in furtherance or in the commission of any crime or other unlawful or improper purpose.
- Transmission of confidential business and sensitive personal information is at Customer's sole risk;
- Use of smartphones or tablets to log into First Community Bank's internet banking product is prohibited. Non PC based devices pose additional risks to security and losses resulting from their use will be the sole responsibility of the customer.

### Termination

Users can at any time close their online banking account by either contacting the bank at 608-868-7644 or by sending the request to:

First Community Bank  
Attn: Customer Service  
PO Box 218  
Milton, WI 53563-0218

First Community Bank 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.

After 6 months of inactivity First Community Bank will delete your internet banking account including bill pay.

### **Stop Payments**

Before submitting a stop payment user must verify that check has not paid. If the check has already been paid, the stop payment will be invalid. Stop payments for ACH transactions should not be entered online and will be considered invalid. Fees on invalid stop payments will not be refunded.

### **System outages for maintenance**

The Internet Banking system may be down for scheduled service between 1 AM through 6 AM Sunday, Central Standard Time. Periodically extended outages will occur.

### **Retention of Account Information**

The Internet Banking System will allow you to view your activity from the day after your last paper statement cuts off until the current date. When searching for transactions by date on the Internet Banking system, the oldest date you will be able to use is the day after your last paper statement's cutoff date.

### **E-Mail Notification**

The Internet Banking system does not provide a notification that mail has been received from the Bank. It is recommended that you check for e-mail each time you log in to the Internet Banking system.

### **Electronic Delivery**

User agrees to the use of electronic delivery of Electronic Records.

### **Customer Liability**

You agree to safely keep your Password, not to record your password or otherwise disclose or make your 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 the services you can perform with Online Banking, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your password with your permission, you will be responsible for any transactions performed by that person. Tell us immediately if you believe your password has been lost, stolen or otherwise become available to an unauthorized person.

You are responsible for selecting all software, hardware and your Internet service provider and for any defect, malfunction or interruption in service or security due to hardware or software failure or your choice of an Internet service provider.

### **Unauthorized Transfers or Transactions**

If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission contact us by phone at 608-868-7644, e-mail us at [general@fcbmilton.com](mailto:general@fcbmilton.com), or write to us at the following address:

First Community Bank  
Attn: Customer Service  
PO Box 218  
Milton, WI 53563-0218

### **Other Terms and Conditions**

First Community Bank and its suppliers make no warranties or representations of any kind with respect to the electronic banking services, whether express or implied, including but not limited to merchantability or fitness for particular purpose and neither bank nor its suppliers nor anyone else who has been involved in the creation, production or delivery of the electronic banking services assume any responsibilities with respect to user's use thereof. No oral or written information or advice given by bank or its suppliers or any of their employees shall create a warranty or in any way increase the scope of this warranty and user may not rely on any such information or advice.

First Community Bank reserves the right to monitor and review transmissions on-line and in storage, and to remove or reject any material which First Community Bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to User.

### **Electronic Funds Transfer Disclosure Agreement**

Your use of any EFT service offered by the Bank will be governed by this Disclosure and by any separate agreement or disclosure that also applies to the EFT service or the account being accessed through an EFT service. The following disclosures apply to you if you are an individual that has established deposit accounts for personal, family, or household purposes and you have preauthorized electronic fund transfers to or out of the accounts. The terms "you" and "your" refer to each party to the account and the terms "us", "we" and "our" refer to First Community Bank (The Bank).

#### **Transactions Covered**

Electronic funds transfer ("EFT") service is provided by First Community Bank (the "Bank") to enable you to initiate or receive transfers of funds to or from your checking, savings or other deposit accounts maintained at the Bank ("accounts") through one or more of the following devices:

- An automated teller machine ("ATM") card ("ATM Card") used at an ATM operated by the Bank or others, issued to you at your request, which permits you to access through certain terminals, certain of your accounts established with us;
- A First Community Bank VISA® Check Advantage Card ("Check Card") issued to you at your request, used at an ATM operated by the Bank or others or at a merchant who accepts VISA® cards to facilitate payment for goods or services by accessing certain of your accounts established with us;
- An automated clearing house ("ACH"), such as payroll, Social Security or retirement program payments made directly into your account or recurring payments, such as insurance premiums or utility or mortgage payments, deducted directly from your accounts. The other party, such as your employer making a payroll payment or your insurance company facilitating your payment initiates these transactions;

- A personal computer if you have separately applied to the Bank for Internet Banking or Internet Banking with Bill Payment services or other financial products that may be offered through the Internet;
- A telephone response system that requires an entry password such as the Bank's Touchtone Banking system which allows you to pay certain bills or to transfer funds between accounts;
- Electronic Check Conversion converts a paper check into an electronic payment at the point of sale or elsewhere, such as when a company receives your check in the mail and converts it to an electronic file, over the phone for a payment obligation or to a store merchant who scans it as an ACH item.

### **Transactions Not Covered**

However, the following are not considered EFTs and are governed by the terms of your deposit agreement or another separate agreement with the Bank and are not governed by this Electronic Funds Transfer Disclosure and Agreement:

- Credit Card Transactions; or
- Wire transfers; or
- Electronic transactions initiated from a business account; or
- Transactions initiated by check, draft or similar paper instrument; or
- Transactions under a pre-authorized agreement to transfer funds between your deposit accounts at the Bank or between one of your accounts and a loan account or family member's account held by the Bank; or
- Isolated transfers initiated by telephone or facsimile machine and not under a regular arrangement the Bank might have with you for telephone transfer service.

### **Pre-authorized Electronic Funds Transfers**

Transfers made pursuant to prior arrangements with a third party to periodically make deposits or take payments from one of your accounts are considered pre-authorized electronic transfers if the third party initiates the transaction through an ACH.

### **Pre-authorized Deposits**

If you have arranged to have direct deposits made by the same person or company to your account at least once every 60 days, you may call the Bank at (608) 868-7644 to find out whether or not a pre-authorized deposit has been made.

Passbook Account Where the Only Possible Electronic Fund Transfers are Preauthorized Credits

If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

### **Pre-authorized Payments or Withdrawals**

You may authorize another person or company to withdraw funds from your account on a regular basis through the use of a pre-authorized transfer.

### **Stopping Payment**

To stop payment on a pre-authorized transfer, call us at 608-868-7644 or write the Bank at First Community Bank, 202 Merchant Row, PO Box 218, Milton, WI 53563 in time for us to receive

your stop payment order at least three (3) business days before the payment is scheduled to be made. Your stop payment order must state the correct payee and either the exact dollar amount of the payment or a statement clearly indicating that the exact amount is not known. A stop payment fee will be charged for each stop payment order you give. The charge for stopping payment is identified in our current fee schedule accompanying this Agreement and may be amended from time to time.

If you call, we also require you to sign a written stop payment order within 14 days after you call. If you are an Internet Banking customer and have NOT signed a written waiver for the use of electronic signature with the Bank, then your stop payment entered through the Bank's Internet Banking Service will be considered signed.

### **Notice of Varying Amounts**

If these regular payments may vary in amount the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

### **Our Liability for Failure to Stop Payment of Preauthorized Transfers**

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **ATM Card and Check Card Transactions**

The following applies to the use of any ATM Card or Check Card issued to you by the Bank together with the related Personal Identification Number ("PIN"). You may use your card and PIN to accomplish the following transactions (some of these services may not be available at all terminals.)

#### **Transactions Available at First Community Bank ATMs**

Your ATM Card or Check Card can be used at any of the Bank's ATMs, 24 hours a day, 365 days a year (except when the ATM or system is temporarily out of service for repairs or maintenance). ATM transactions can accomplish the following with respect to those accounts you have instructed the Bank to link to your ATM Card or Check Card:

- Make up to two (2) cash withdrawals from an account in any given day, provided that the total withdrawn does not exceed your available funds (including any available overdraft protection funds) or the daily limit assigned by the Bank to your ATM Card (\$200) or Check Card (\$300).
- Payments on loans from the Bank.
- Transfers between your accounts.
- Balance inquiries regarding your accounts. (The balance displayed at an ATM may not reflect all recent transactions.)

#### **Transactions Available at Participating Network ATMs**

For your additional banking convenience, you may use your ATM Card or Check Card at ATMs that display the PULSE®, AMERICAN EXPRESS®, EXPRESS TELLER®, INSTANT CASH®, FAST BANK®, PLUS SYSTEM®, or CIRRUS® logos worldwide ("Network ATMs"). Most Network ATMs are

available 24 hours a day, 365 days a year (except when the ATM or system is temporarily out of service for repairs or maintenance).

Network ATM transactions can accomplish the following with respect to those accounts you have instructed to link to your ATM Card or Check Card:

- Cash withdrawals (up to 2) from your account in any given day, provided that the total withdrawn does not exceed your available funds (including any available overdraft protection funds) or the daily limit assigned by the Bank to your ATM Card (\$200) or Check Card (\$300).
- Deposits, credit card payments and loan payments can be made to your First Community Bank accounts. (See Deposits and Payments (below) for limitations.)
- Balance inquiries regarding your accounts. (The balance displayed at an ATM may not reflect all recent transactions.)

There are no extra charges imposed by the Bank for using an ATM Card or a Check Card at an ATM operated by the Bank, or for having ACH payments taken from or deposits made to your accounts. However, the following service charges may apply to certain EFT transactions, as follows:

When you use any ATM other than one operated by the Bank, a Network ATM charge may be imposed by the Bank and the operator of the ATM may impose its own charge for the use. If the operator of the ATM will impose its own charge, the ATM will display a notice to that effect before the transaction is completed, so that you may cancel the transaction and avoid the charge if you so wish.

### **Transactions Available at Participating VISA® Merchants or Point-of-Sale Terminals**

Your Check Card may be used up to ten (10) times per day to pay for goods and services from any merchant who participates in the VISA® system or point-of-sale terminals, provided that the transaction amount does not exceed your available funds (including any available overdraft protection funds) or the daily limit assigned by the Bank to your Check Card (\$1500). Cash Advances will be limited to \$1000 per day. Other terminals or terminal operators may have other limits on the amount and frequency of withdrawals or deposits.

Any Purchase made with a Check Card may be subject to authorization by the Bank or by a VISA® authorization center and no authorization will be given if the amount of all outstanding Purchases and Cash Withdrawals or the transaction would exceed, any of these limits. A hold will be placed on your account for the authorized amount of any transaction and will remain in effect until the authorized transaction is posted to your account, normally 2 to 3 business days.

### **Foreign Transactions**

If your card is used to perform a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA® International. VISA® converts foreign currency to U.S. dollars using either the government-mandated exchange rate or the wholesale exchange rate or the wholesale exchange rate in effect one day before the date of conversion, as applicable. The exchange rate is increased by one percent (1%) if the conversion is made in connection with a charge to an account and decreased by one percent (1%) if the conversion is made in connection with a credit to an account. The date of conversion by VISA® may differ from the purchase date and the posting date identified in the monthly statement for your account. You agree to pay

charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

### **Terminal Malfunctions**

Terminals and these services are available for your convenience and we are not liable for the unavailability or failure to operate of all or any part of a terminal. You release us from liability for personal injury or property damage incurred by you in connection with us of the card or any terminal and consequential damages incurred in connection with the use of a card or terminal.

### **Deposits and Payments**

Deposits made at a First Community Bank ATM are not available for withdrawal until at least the next business day. The Bank may also restrict your use of deposited funds until the funds are expected to be collected. Please refer to the Bank's disclosure of its Funds Availability Policy for details.

You can not make a deposit, loan payment or credit card payment in an ATM located outside of the State of Wisconsin.

### **ATM Card and Check Card Privileges**

Your ATM Card, Check Card and related personal identification number ("PIN") are for your personal use. We will issue a PIN to you for use in connection with the card. You agree not to disclose the PIN to anyone other than authorized users of the card. If anyone uses your card or PIN with your permission, you will be responsible for any charges made to the account. You agree to safely keep the card and PIN, not to record the PIN on the card or otherwise disclose or make it available to anyone other than an authorized user. You may use your card to pay for purchases at places that have agreed to accept the card. You may also use your card together with your PIN to perform transactions at ATM terminals or at other automated terminals at which cards may be used. The use of this card for illegal transactions is prohibited.

### **Refunds on Purchases**

Cash refunds will not be made to you on Purchases made with your Check Card. If a merchant who honors your Check Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending the Bank an "electronic" credit slip which the Bank will apply as a credit to your account. Unless your use of the card results in a loan from us to you, any claim or defense with respect to the quality of any property or services purchased with your Check Card must be handled by you directly with the merchant or other business establishment which accepted your Check Card and any such claim or defense which you assert will not obligate the Bank to re-credit your account for the amount of the purchase or any other amount.

### **Chargeback's**

As to any transactions which (a) involves a sale of goods or services which is paid for directly through a terminal using your ATM card or Check Card; (b) involves a transfer of \$50 or more from a deposit account; and (c) does not involve a check or draft, we shall, upon receipt within three business days of the transaction of written or oral notice from you, reverse the transaction and recredit your account. If the review process shows that the transaction does not meet all Operating Regulations and/or it appears that the transaction was authorized by the cardholder First Community Bank has the right to charge the item back to your account.

## Computer-Based Banking Services

The Bank offers two computer-based banking services: Internet Banking and Internet Banking with Bill Payment. All of the services and restrictions discussed in this section of this Disclosure and Agreement apply to each of these services except as otherwise noted. Use of the Bank's computer-based banking services requires that separate arrangements be made with the Bank to initiate the service.

To use one of the Bank's computer-based banking services, you must arrange for and maintain your own access to a computer and the Internet. All equipment needed to access the Bank through the Internet, and all software as well as all telephone, cable or other computer communication facilities, are your responsibility.

The Bank's computer-based banking services allow you to conduct any of the following for those accounts you have instructed the Bank to make available for access through the service you have selected:

- Transfer funds between your accounts.
- Make balance inquiries on your accounts. (The balance displayed on your screen may not reflect all recent transactions.)
- Pay bills and other amounts owed to third parties. (Bill payment service will require a separate agreement.)

A stop payment order placed through Internet Banking or Internet Banking with Bill Payment will be automatically processed and the subsequent fee will appear on your monthly statement.

## Bill Payment Service

Internet Banking with Bill Payment offered by the Bank has its own set of instructions for using the Bank's Bill Payment Service. It is your responsibility to follow the instructions applicable the Bill Payment Service.

You must schedule your payments long enough in advance of the date you want the payment to be received by the payee to allow for the processing and transmission of the payment either through an Automated Clearing House ("ACH") or by check drawn by the bill payment processor and sent through the United States mail. It is recommended that you allow at least 5 business days between the date you specify for the payment to be made and the due date, not counting any grace period.

You must be careful when selecting the account from which the payment is to be made and when inputting the payee's name and address, as neither the Bank nor the processing company will check for accuracy.

You agree not to use the Bank's Bill Payment service for payments made to or through a federal, state or local court or agency (fines, taxes, fees, etc.). These payees are often not equipped to properly handle electronic payments or not accompanied by a payment coupon or similar device. You also understand that the Bank has no obligation to monitor your compliance with this requirement and is not liable for any payments to these payees which are not processed timely or properly.

To stop a bill payment originated in Internet Banking or Internet Banking with Bill Payment you must contact technical support for assistance. Please refer to the Internet Banking website for that number.

### **Limitations on Use of Electronic Banking Services**

Your ability to transfer funds between certain accounts (such as a savings account or money market savings account) or to transfer funds from certain accounts to third parties may be limited by federal law. The type of your deposit account will determine whether such limitations apply. If the agreement governing the account from which the funds are to come restricts the number of such transactions that may be conducted during a monthly account cycle:

- Each computer-initiated transfer from the account to another account in your name would be one of the six pre-authorized transfers permitted, per cycle.
- Bill payments will not be allowed from the account.

### **General EFT Information**

**This section applies to all EFT services offered by the Bank.**

#### **Documentation**

You will receive a transaction receipt whenever you use your ATM Card or Check Card. If there are any EFT transactions during the monthly statement cycle, you will also receive a monthly statement for your account, and even if there are no EFTs during this period, you will receive either a monthly or a quarterly statement for each account to or from which EFTs are permitted. The statement will include the date, amount and other details regarding each EFT occurring during the period.

#### **Overdrafts and Over Limits**

Each withdrawal or transfer from an account or authorized bill payment is an order to us to pay from that account at that time, which we may charge against the account even though the charge creates an overdraft. The time required to charge or credit your account after you authorize the transaction will depend on the location of the terminal and the type of transaction. The Bank is not obligated to authorize any EFT that would cause the account from which the payment or transfer is to be made and any available overdraft credit to be overdrawn (or further overdrawn). If such a transaction is authorized or processed, you agree to cover the resulting overdraft upon demand of the Bank and confirm the Bank's right to charge the amount of the overdraft against any of your other deposit accounts maintained with the Bank without prior notice to you. If there are other withdrawals or items charged against the payment account on the same day, the Bank may determine, in its absolute discretion, the order in which the items are paid. If the account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing that account rather than this Agreement. If any account is a credit account, such as a VISA® or MASTERCARD® account, you should refer to the agreement provided in connection with that account for your rights and responsibilities relating to transactions affecting that account in which that card is used.

#### **Charges for Electronic Funds Transfers**

EFT activity affecting your accounts will be subject to all standard fees and charges generally applicable to your account, such as fees for stopping payment on an item, overdraft charges and monthly service fees should the balance in your account drop below a specified level or should your account generally be subject to a monthly fee. You will be responsible at all times for the charges, if any, ordinarily associated with your account(s) as described in the rules governing the account.

Internet Banking and Internet Banking with Bill Payment Services may be subject to monthly fees as well as applicable per transaction charges.

Details regarding all of these and other fees imposed by the Bank may vary depending upon the services you select, and the fees may be subject to waiver if you maintain specified minimum balance levels in your account(s). In any case, all deposit account and EFT-related fees are discussed in the Bank's Fee Schedule accompanying this Agreement. The amounts of these fees are subject to change from time to time, upon advance written notice to you in the event of an increase. If such charges are actually imposed, they will appear on your account statement.

### **Your Need to Secure Your Personal Code**

If you have arranged for one of the Bank's electronic banking services, or you have an ATM Card or Check Card, you will also have one or more personal identification numbers or codes (collectively, "PINs") associated with these services.

Anyone with access to the Internet could access your accounts if he or she also has access to the user-name and PIN associated with that access mechanism, because the Bank will not be able to detect that the use is unauthorized. On the other hand, without the PIN, your accounts cannot be accessed through any of these services. You agree not to disclose the PIN or User ID to anyone other than authorized signers on the account. If anyone uses your User ID or PIN with your permission, you will be responsible for any charges made to the account. You agree to safely keep the User ID and PIN and not to disclose or make it available to anyone other than an authorized user.

The same is the case with use at an ATM of your ATM Card or Check Card (Merchant transactions with your Check Card may not require the use of a PIN.) We will issue a PIN to you for use in connection with the card. You agree not to disclose the PIN to anyone other than authorized users of the card. If anyone uses your card or PIN with your permission, you will be responsible for any charges made to the account. You agree to safely keep the card and PIN, not to record the PIN on the card or otherwise disclose or make it available to anyone other than an authorized user, and to use the card and PIN only at terminals that accept the card and as instructed.

Except as limited in the following sections (In Case of Errors or Questions About Your Electronic Funds Transfers, Loss or Theft of Your ATM Card or Check Card or PIN/Unauthorized Transfers from Your Account, Your Liability for Unauthorized Transactions and The Bank's Liability for Failure to Complete Transactions), your agreement to use any of the Bank's EFT Services includes your agreement to be bound to all transactions initiated through the use of your PIN or a PIN assigned to an authorized user, whether or not the person using that PIN is authorized to do so for the transaction you might be questioning.

### **Special Provisions for Business Accounts**

Unless you are an individual and your account is maintained primarily for personal, family or household purposes, the following four sections (In Case of Errors or Questions About Your Electronic Funds Transfers, Loss or Theft of Your ATM Card or Check Card or PIN/Unauthorized Transfers from Your Account, Your Liability for Unauthorized Transactions and The Bank's Liability for Failure to Complete Transactions) will not apply to you. Instead, issues covered by these sections will be handled in accordance with your basic deposit agreement with the Bank and the other terms set forth in this Disclosure and Agreement (including those that hold you accountable for unauthorized transactions initiated by someone with access to your PIN) and the law applicable to such issues, not including the law contained in the Electronic Funds Transfer Act.

### **In Case of Errors or Questions About Your Electronic Funds Transfers**

Telephone the Bank at (608) 868-7644 or write us at First Community Bank, 202 Merchant Row, P.O. Box 218, Milton, Wisconsin 53563 as soon as possible if you think your statement or ATM Card or Check Card transaction receipt is wrong, or if you need more information about a transfer listed on the statement or ATM card transaction receipt.

The Bank must hear from you no later than 60 days after the Bank sends you the first statement on which any problem or error appears. When you call or write, please give the Bank the following information: (1) your name and account number; (2) a description of 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; and (3) the dollar amount and the date of the suspected error. If you call the Bank about an error, the Bank will probably require that your complaint or question is submitted in writing and received within 10 business days to the address provided above.

The Bank will tell you the results of its investigation within 10 business days (20 business days for new accounts) after the Bank hears from you and will correct any error promptly. If the Bank needs more time, however, the Bank may take up to 45 days (90 days for Check Card transactions not performed at an ATM, foreign-initiated EFTs or new accounts) to investigate your complaint or question. If the Bank decides to do this, the Bank will provisionally credit your account within 5 business days (20 business days for new accounts) for the amount you think is in error so that you will have the use of the money during the time it takes the Bank to complete its investigation. However, if the Bank asks you to put your complaint or question in writing, and it does not receive your complaint or question within 10 business days, the Bank can reverse the provisional credit from your account. If the Bank decides that there was no error, the Bank will send you a written explanation within 3 business days after it finishes its investigation and will reverse the provisional credit if one was given. You may request copies of the documents that the Bank used in its investigation.

### **Liability Disclosure for Loss or Theft of Your ATM Card, Check Card, User ID or PIN or for Unauthorized Transfers from Your Account.**

Tell the Bank at once if you believe your ATM Card, Check Card, User ID or PIN has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission. Telephoning the Bank is the best way of minimizing your possible losses and to then follow-up in writing at First Community Bank, 202 Merchant Row, PO Box 218, Milton, WI 53563. For your ATM Card, call us at (608) 868-7644 during business hours. For your Check Card, call us at (608) 868-7644 during business hours or call 1-800-221-5920 during non-business hours. For

your Internet Banking User ID and PIN call (608) 868-7644 during business hours or you may call technical support 24 hours a day at (866) 268-5098.

You could lose all the money in your account (plus your maximum overdraft line of credit). However, if you tell us within 2 business days, you can lose no more than \$50 if someone used your ATM Card or Check Card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM Card or Check Card or PIN but do tell us within 60 days after your statement is mailed to you, and we can prove we could have stopped someone from using your ATM Card or Check Card or PIN without your permission if you had told us, you could lose as much as \$500.

It is your responsibility to promptly review any statements the Bank sends you. If your statement shows transactions that you did not make, tell the Bank at once. If you do not notify the Bank within sixty (60) days after the statement was sent to you, you may not get back any money lost after the 60 days if the Bank can prove that it could have prevented the loss of money if you had notified the Bank in time. If a good reason (such as a long trip or a hospital stay) kept you from telling the Bank, it will extend the time period.

Despite these rules regarding your liability for unauthorized transactions, as a special protection with respect to your Check Card, you will not be liable for any losses resulting from unauthorized use of your Check Card at a VISA® merchant location unless you have used your account or Check Card in a grossly negligent or fraudulent manner. This special protection is not available if your Check Card is used to obtain cash at an ATM, or if the loss results from unauthorized use of your ATM Card or Computer-Based Banking Services.

### **The Bank's Liability for Failure to Complete Transactions**

If the Bank does not complete a transfer to or from your account on time or in the correct amount according to the Bank's agreement with you, the Bank will be liable for your losses and damages which you prove are directly caused by the Bank's action. However, there are some exceptions. The Bank will not be liable, for instance:

- If, through no fault of the Bank, you do not have enough money or available credit in an overdraft protection account to make the transfer.
- If the ATM where you are making a withdrawal does not have enough cash.
- If circumstances beyond the Bank's control (such as labor disputes, fire, flood, or telephone, power or equipment failure) prevent the transactions despite the reasonable precautions the Bank has taken.
- If the money in your account is subject to legal process or other encumbrances restricting the transfer.
- If the ATM is temporarily out of service or closed for maintenance or repair.
- If the ATM was not working properly and you knew about the breakdown when you started the transaction.
- If incomplete or inaccurate information is forwarded by the U.S. Treasury or through an automated clearing house.
- If the Bank does not receive proper and timely instructions regarding the transaction.
- Charges for EFTs

### **Business Days**

Although ATMs and Internet Banking services generally operate all day every day (except downtime for repairs and maintenance), the Bank's business days are Monday through Friday. The following holidays are not included as business days: Federal holidays.

### **New Accounts**

Any sections in this Agreement that refer to "new accounts" refers to accounts whereby the first deposit made to the account to open it was within the last 30 days.

### **Disclosure of Information to Third Parties/ Legal Process**

We may disclose information about you and your accounts or transactions on your accounts (a) to third parties where it is necessary for completing transfers or tracing transactions, or resolving errors or claims; (b) to verify or disclose the existence and condition of your accounts for third parties, such as credit bureaus, merchants, or other financial institutions; (c) pursuant to court orders and other legal process; (d) to comply with subpoenas, summonses, search warrants or requests from government agencies; (e) to comply with state or federal laws requiring us to provide information regarding depositors and their accounts to governmental agencies; (f) to other companies affiliated with us as provided below; (g) to others with your consent; and (h) otherwise in accordance with our privacy policy we provide to you. Our privacy policy can also be requested by calling 608-868-7644 or can be located in the section of our website entitled [Privacy Policy](#).

### **Relation to Other Agreements**

Your use of the Bank's EFT services is subject to this Disclosure and Agreement, the Bank's terms and conditions for deposit accounts and all other terms and conditions applicable to your accounts, including any future changes the Bank makes to those agreements. If there is a conflict between the terms of this Disclosure and Agreement and the other agreement, the terms in this Disclosure and Agreement will prevail.

### **Change in Terms**

The Bank may change the terms of this Disclosure and Agreement from time to time. If the change will result in increased fees or liability to you or stricter limitations in the transfers you may make, the Bank will send a written notice or amended disclosure to your last known address indicated in the Bank's records at least 30 days before the change becomes effective unless the Bank concludes that an immediate change in the terms and conditions is necessary for security reasons, in which case the Bank may change these terms and conditions without such prior notice. The Bank reserves the right to terminate your EFT privileges with or without cause. This termination may be immediate if: (1) you or any authorized user of your ATM Card or Check Card or other EFT services breach the terms in this Disclosure or any other agreement with us; (2) you or any authorized user of your card(s) or account(s) requests such a termination; (3) The Bank has reason to believe that there has been or may be an unauthorized use of your card or account(s); or (4) there are conflicting claims to the funds in your account(s). The ATM Card or Check Card is our property and shall be surrendered by you to us upon request and regardless of who terminated the Card privileges. Termination shall not affect the rights and obligations of the parties for transactions made with the Card before the privileges are terminated.

### **Disclaimers of Warranties**

Neither the Bank nor its agents who facilitate or process EFTs make any express or implied warranties regarding the EFT services covered by this Disclosure and Agreement, including any warranty of merchantability or of fitness for a particular purpose.

While use of the Internet is reasonably secure, you should be aware that it might be possible for others to intercept transmissions you initiate, and in some instances you may receive a virus when you are connected to the Internet. These risks can be reduced (but not fully eliminated) if your software is up-to-date and you have anti-virus and computer privacy appropriate to your needs. Neither the Bank nor its agents will be responsible should your communications be intercepted or should your computer become "infected" with a virus even if the problem is traceable to your use of a computer-based banking service offered by the Bank.