

## Terms and Conditions: The Park Bank

Thank you for using Park Bank Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at anytime. In case of questions please contact customer service at 608-278-2801 or visit [www.parkbank.com](http://www.parkbank.com).

Program: Park Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

Questions: You can contact us at 608-278-2801, or send a text message with the word "HELP" to this number: 96924. We can answer any questions you have about the program.

To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 96924. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of The Park Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Park Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Park Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Park Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by The

Park Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of The Park Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose The Park Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://www.maps.google.com/help/legal\\_notices\\_maps.html](http://www.maps.google.com/help/legal_notices_maps.html), or other URLs as may be updated by Google.

## **MOBILE BANKING AGREEMENT AND DISCLOSURE**

### **Introduction**

Park Bank endeavors to provide you with the highest quality of Retail and Business Mobile Banking (the "Service") available. The Service may be accessed with most Apple® and Android™ mobile devices (for complete list of certified devices, please visit <https://www.parkbank.com/virtual/mobile>). By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

### **1. ELECTRONIC NOTICE DISCLOSURE AND AGREEMENT:**

Before enrolling in our Mobile Banking Service, including Remote Deposit Capture (the "Service"), you must provide us with your consent to deliver documents relating to the Service (including records, notices, disclosures and agreements) to you electronically. Such documents contain the terms and conditions that will govern the Service, among other information. By enrolling in the Service and using the Service thereafter, you agree to the Mobile Banking Service Terms and Conditions (the "Terms and Conditions"), which will be made available to you at the time of your enrollment. You may also request a copy of the Terms and Conditions by contacting us as indicated below. We will continue to deliver notices and disclosures to you electronically until the Service is terminated or you revoke your consent.

Unless otherwise required by law, we may deliver future notices and disclosures to you electronically: to your email; by posting the information on our Online Banking Website and sending you a notice to your postal address or email (either separately or as part of an Account statement) telling you that the information has been posted

and providing instructions on how to view it; or to the extent permitted by law, by posting the information on our Website.

You have the right to withdraw your consent to receive information from us electronically and may exercise such right by calling us at 608-278-2801, writing to us at Park Bank 1801 Greenway Cross, PO Box 8969 Madison WI 53708-8969.

The following devices are supported by this system:

### Device Operating System Support as of 3/29/2018

**IMPORTANT NOTE** about TLS (Transport Layer Security) 1.2: Mobile Banking only supports TLS 1.2 for app communications. Any device or browser that does not support TLS 1.2 will not be able to connect to Mobile Banking services—even if the device is on a supported operating system version. This is being enforced to comply with security mandates from regulatory authorities and ensures secure communications for mobile banking users.

### Retail Mobile Banking:

Full Device Operating System Support information for Retail Mobile Banking can be found by visiting <https://www.parkbank.com/virtual/mobile>.

Operating System	Minimum OS Version Support	Maximum OS Version Support	Hardware Requirements
Android	Android version 5.0 (Lollipop)	All later major version updates are supported; for example 6.0, 7.0, 8.0	Remote Deposit Capture support requires a camera of at least two mega-pixels in resolution. Mobliti does not support the use of the Android "Developer options" settings
iOS – iPhone	iOS version 9.0	All later major version updates are supported; for example 10.0, 11.0 Beta releases of iOS will not be supported until they are publicly released	None

### Retail Mobile Banking - Tablet:

Full Device Operating System Support information for Retail Mobile Banking - Tablet can be found by visiting <https://www.parkbank.com/virtual/mobile>.

Operating System	Minimum OS Version Support	Maximum OS Version Support	Hardware Requirements
Android	Android version 5.0 (Lollipop)	All later major version updates are supported, for example: 6.0, 7.0	Remote Deposit Capture support requires a rear-facing camera of at least two mega-pixels in resolution.
iOS	iOS version 9.0	All later major version updates are supported; for example 10.0, 11.0 Beta releases of iOS will not be supported until they are publicly released	Remote Deposit Capture support requires a camera of at least two mega-pixels in resolution

**Business Mobile Banking:**

Full Device Operating System Support information for Business Mobile Banking can be found by visiting <https://www.parkbank.com/virtual/mobile>.

Operating System	Minimum OS Version Support	Maximum OS Version Support	Hardware Requirements
Android	Android version 5.0 (Lollipop)***	All later major version updates are supported; for example 6.0, 7.0, 8.0	Remote Deposit Capture support requires a camera of at least two mega-pixels in resolution
iOS- iPhone	iOS version 9.0	All later major version updates are supported; for example 9.0, 9.1, 9.2, 10, 11 Beta releases of iOS will not be supported until they are released in production. This includes public betas.	None
iOS – iPad	iOS version 9.0	All later major version updates are supported; for example 9.0, 9.1, 9.2, 10, 11 Beta releases of iOS will not be supported until they are released in production. This includes public betas.	None

**Channel Support**

All Android and Apple devices meeting Operating System version and Hardware requirements listed are supported for the Mobile Application and Browser access channels. All devices with a valid U.S. phone number are supported for the SMS channel.

**Device Browser Support**

Only default browsers installed on devices are supported. User installed browsers are not supported.

## Screen Size and Form Factor

Screen Size and Form Factor Information available at <https://www.parkbank.com/virtual/mobile>.

### Apple

All Apple iPad devices are included in the list.

### Android

- The device has a minimum screen size of 7" diagonal. Devices with screen sizes below 7" are supported by the phone channel.
- The device can support Android 4.4 (Android API level 19) or above. If the device is shipped with an OS version below 4.4, but the manufacturer provides an update to this version or later, then only upgraded devices are supported.
- The device supports Google Play store. Amazon devices (Fire tablets) are not certified because the Amazon store is not compatible with Mobiliti's security features (tamper protection).

Brand/Manufacturer	Model	Screen Size	New To the List	OS	iPad App	Android Tablet App (Google Play)	Rear Camera (Mobile Deposit)
Apple	iPad (5 <sup>th</sup> Generation – 2017)	9.7"		iOS	Y		Y
Apple	iPad (Fall 2017)	10.5"		iOS	Y		Y
Apple	iPad Air	9.7"		iOS	Y		Y
Apple	iPad Air 2	9.7"		iOS	Y		Y
Apple	iPad Mini 2	7.9"		iOS	Y		Y
Apple	iPad Mini 3	7.9"		iOS	Y		Y
Apple	iPad Mini 4	7.9"		iOS	Y		Y
Apple	iPad Pro	9.7"		iOS	Y		Y
Apple	iPad Pro	12.9"		iOS	Y		Y
ASUS	Nexus 7	7"		Android		Y	Y
ASUS	Nexus 7 II	7"		Android		Y	Y
Google	Pixel C	10.2"		Android		Y	Y
Samsung	Galaxy Tab 3	7"		Android		Y	Y
Samsung	Galaxy Tab 3	10.1"		Android		Y	Y
Samsung	Galaxy Tab 4	10.1"		Android		Y	Y
Samsung	Galaxy Note 10.1	10.1"		Android		Y	Y
Samsung	Galaxy Note 10.1 2014 Edition	10.1"		Android		Y	Y
Samsung	Galaxy Tab Pro	12.2"		Android		Y	Y

## 1. Mobile Banking Service

A. Description of Service. Mobile Banking Service include both Text Banking over Short Message Service ("SMS") on hand held devices and supported wireless service and through our downloadable software for supported Mobile Devices ("Mobile Banking App"). Mobile Banking is offered as a convenience and supplemental service to our Retail and Business Online Banking services. It is not intended to replace access to Retail and/or Business Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Park Bank account information, make payments to payees (if applicable), transfer funds and conduct other banking transactions. To utilize the Retail Mobile Banking Service, download the application through the App Store or Play Store and follow the prompts. To utilize the Business Mobile Banking Service, download the application through the App Store or Play Store after Business Online access has been approved by the Business Online Banking Administrator at the business. Information about The Park Bank's Mobile Banking service is available on our website at <https://www.parkbank.com/virtual/mobile>. Please contact Park Bank At Your Service at 608-278-2801 if you need assistance enrolling.

We reserve the right to limit the types and number of Accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time. Mobile Banking may not be accessible or may have limited utility with some mobile carriers. In addition, the Service may not be supportable for all Devices. Park Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

**i. Mobile Banking Application and Mobile Browser (Mobile Browser is Retail Only):**

Allows you access to your Account information, to make transfers between certain Accounts, and pay existing billers setup within Retail and Business Online Banking under our Bill Pay service, the ability to locate Park Bank ATMs and bank branches, the ability to deposit checks using Remote Deposit Capture (App only), and the ability to use the Person to Person Transfer Service (Retail only). To access the Retail Mobile Banking Application, download the application through the App Store or Play Store and follow the prompts. To utilize the Business Mobile Banking Service, download the application through the App Store or Play Store after Business Online access has been approved by the Business Online Banking Administrator at the business. After you have downloaded the Mobile Banking Application to a supported mobile Device, you may access your device using your username and password or a fingerprint currently registered to your Device.

**B. Use of Service.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website and throughout the application process. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device. You are responsible for providing your own hardware and software to access the Service.

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

**C. Other Agreements.** You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile carrier and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile carrier for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile carrier is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit Account, loan or other banking product accessed through this Service is also subject to the **Terms and Conditions of Your Account**, or your loan agreement provided at the time of Account opening. You should review the **Terms and Conditions of Your Account**, or your loan agreement carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

**2. Permitted Mobile Banking Transfers**

You may use the Service to transfer funds between your eligible Park Bank Accounts ("Internal Transfer"). You may transfer to another financial institution after signing up for and agreeing to the terms and conditions of our Bill Payment service (if applicable).

You must have sufficient funds available in the selected Account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If

we process the transfer and unless your overdraft protection is provided via Park Protection, you agree to cover any overdraft amount plus any applicable fees.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the **Terms and Conditions of Your Account**. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking or any other methods outlined in your **Terms and Conditions of Your Account**. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your Account balance and transaction history before withdrawing transferred funds.

### **3. Your Responsibilities**

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner or authorized user of the Account(s) and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

The hardware and software that you use may be subject to unauthorized tracking or other manipulation by “spyware” or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. You are responsible for the charges of any mobile carrier while using the Service.

C. Indemnification. You agree to indemnify and hold us harmless, along with our directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorney’s fees), and damages resulting from: (1) any negligent acts, omissions or willful misconduct by you; (2) your use of the Service and Mobile Application; (3) any breach of this Agreement by you; and/or (4) your violation of any law or of any rights of any non-party. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, and agents, licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.

D. Copies. A copy of this agreement may viewed by going to <https://www.parkbank.com/virtual/mobile>, requested by calling us at 608-278-2801, or writing to us at Park Bank 1801 Greenway Cross, PO Box 8969 Madison WI 53708-8969.

**Park Bank’s Express Deposit / Biz Deposit**

**Remote Deposit Capture End User License Agreement**



This Remote Deposit Capture End User License Agreement (“**EULA**”) constitutes a legal agreement between Park Bank (“the bank”) a financial institution organized and existing under the laws of the State of Wisconsin, its subsidiaries, affiliates, agents and/or licensors, Fiserv, Inc. and its affiliates organized and existing under the laws of the State of Wisconsin (collectively and individually referred as “we” “us” “our”) and you governing your use of various computing Devices, for conducting financial transactions provided.

**1. DESCRIPTION OF REMOTE DEPOSIT CAPTURE**

- a. Remote Deposit Capture, also known as Park Bank Express Deposit (for personal accounts) and Park Bank Biz Deposit (for business accounts), is a financial information management service that allows you to transmit and deposit checks and other financial instruments through use of the Mobile Application provided by us through our online banking services using compatible and supported mobile Devices.
- b. We reserve the right to modify the scope of the Remote Deposit Capture EULA at any time. We reserve the right to refuse to make any transaction you request through Remote Deposit Capture. You agree and understand that Remote Deposit Capture may not be accessible or may have limited utility over some networks, such as while roaming.

**2. LICENSE AND RESTRICTIONS**

- a. Subject to the terms of this EULA, we hereby grant you a limited, personal, revocable, nonexclusive, nonsublicensable, nonassignable, nontransferable, nonresellable license and right to use the Mobile Application for your use of Remote Deposit Capture.
- b. You acknowledge and agree that any and all intellectual property rights (the “**IP Rights**”) in Remote Deposit Capture and the Mobile Application(s) are and shall remain the exclusive property of us. Nothing in this EULA intends to or shall transfer any IP Rights to, or to vest any IP Rights in, you. You are only entitled to the limited use of the rights granted to you in this EULA. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this EULA, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that is not contained in the Remote Deposit Capture and Mobile Application(s), but may be accessed through Remote Deposit Capture, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties.
- c. You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to Remote Deposit Capture or the Mobile Application(s) or any part thereof without our prior written consent.
- d. You agree not to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of Remote Deposit Capture or the Mobile Application(s), or any part thereof. You agree not to intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing Remote Deposit Capture or the Mobile Application(s) to connect to any computer server or other device not authorized by us.
- e. We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to Remote Deposit Capture or the Mobile Application(s). You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Mobile Application(s). You also agree that you may have to enter into a renewed version of this EULA if you want to download, install or use a new version of the Remote Deposit Capture and/or the Mobile Application(s).
- f. We have no obligation whatsoever to furnish any maintenance and support services with respect to Remote Deposit Capture or the Mobile Application(s), and any such maintenance and support services provided will be provided at our discretion.
- g. You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Mobile Application(s) by you, including, your location, device-based location information, Account numbers, name, date, Account amount, and endorsements solely for the purpose of providing Remote Deposit Capture. This license shall survive termination of this EULA for such period as necessary for us to provide Remote Deposit Capture, comply with the law, or comply with an internal guidelines or procedures.

**3. COMPLIANCE AND INDEMNIFICATION**



- a. You agree to use Remote Deposit Capture and Park Bank Mobile Application(s) for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations. Items not considered acceptable include but are not limited to items not drawn on US banks or in US funds, substitute checks, re-deposited items.
- b. Any image of a check that you transmit using the Mobile Application(s) must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements. An image of a check should also be taken on an appropriate background. Suggested backgrounds include but not limited to, a dark counter or dark piece of paper. Inappropriate background images may cause your check deposit to be declined or rejected.
- c. You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.
- d. In the event any item that you transmit for Remote Deposit Capture that is credited to your Account is dishonored, you authorize us to debit the amount of such item from your Account.
- e. You agree to notify the Bank immediately if you change your email address, as this is the email address where we will send you notification of a rejected remote deposit item(s). You also agree to notify us immediately if you change your telephone number.
- f. You understand and agree that Remote Deposit Capture may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that Remote Deposit Capture is unavailable, you acknowledge that you can deposit an original check at any of the Bank's branches or ATMs or by mailing the original check to the Bank. It is your sole responsibility to verify that items deposited using Remote Deposit Capture and the Mobile Application(s) have been received and accepted for deposit.
- g. Processing of transactions may be limited based on our normal hours of operation, or those of third party financial service organizations involved in a transaction.
- h. You make the following warranties and representations with respect to each image of an original check you transmit when utilizing Remote Deposit Capture:
  - i. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
  - ii. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
  - iii. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
  - iv. Other than the digital image of an original check that you remotely deposit through the Mobile Application(s), there are no other duplicate images of the original check.
  - v. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
  - vi. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
  - vii. The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
  - viii. You have not knowingly failed to communicate any material information to us.
  - ix. You have possession of each original check deposited using Remote Deposit Capture and no one will submit, or has submitted, the original check for payment. Park Bank recommends that you retain the original check in a secure location until you have received your monthly statement. Once you have verified that the deposit listed on your statement is correct, you should securely destroy the check. As with any sensitive document, we recommend that you shred the check.
  - x. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

- xi. In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact Park Bank regarding such error or breach as set forth below.
- xii. You understand and agree that the Bank's Expedited Funds Availability Policy and check hold procedures apply to any check deposited under this EULA. Any Account accessed through Remote Deposit Capture is also subject to the **Terms and Conditions of Your Account** provided at the time of Account opening. You should review the **Terms and Conditions of Your Account** carefully, as they may include transaction limitations and fees which might apply to your use of Remote Deposit Capture.
- xiii. You agree to indemnify and hold us harmless, along with our directors, officers, employees, shareholders, and agents from and against all liabilities, losses, costs, expenses (including reasonable attorney's fees), and damages resulting from: (1) any negligent acts, omissions or willful misconduct by you; (2) your use of Remote Deposit Capture and the Mobile Application(s); (3) any breach of this EULA by you; and/or (4) your violation of any law or of any rights of any non-party. The provisions of this section are for the benefit of us and our officers, directors, employees, shareholders, and agents, licensors. Each of these individuals or entities expressly retains the right to assert and enforce those provisions directly against you on its own behalf.

#### 4. **TERMINATION**

- a. This EULA and your use of Remote Deposit Capture and the Mobile Application(s) may be immediately terminated if your use of Remote Deposit Capture is in a manner that violates any term of this EULA or any other applicable agreement between you and us. We may modify, suspend or terminate your privilege of using Mobile Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate your Remote Deposit Capture access and/or Mobile Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable.
- b. Upon termination of this EULA you: (a) acknowledge and agree that all licenses and rights to use Remote Deposit Capture and the Mobile Application(s) shall terminate; (b) will cease any and all use of the Mobile Application(s); and (c) will remove the Mobile Application(s) from all mobile Devices, hard drives, networks, and other storage media in your possession or under your control.

#### 5. **LEGAL COMPLIANCE AND EXPORT RESTRICTIONS**

- a. You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that Remote Deposit Capture and the Mobile Application(s) may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end user, end-use, and destination restrictions imposed by U.S. and foreign governments.

#### 6. **WARRANTY DISCLAIMER**

- a. WE CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S). THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER APPLICATION INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S).
- b. WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY COMPUTING DEVICE OR NETWORK THAT YOU UTILIZE TO ACCESS REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S).
- c. YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATIONS(S) ON YOUR COMPUTING DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION.

- d. REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S). PROVIDED HEREUNDER IS PROVIDED "AS IS," WITH ALL WARRANTIES DISCLAIMED, INCLUDING, ALL EXPRESS OR IMPLIED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. THERE IS NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S) SHALL BE BORNE SOLELY BY YOU.
- e. THERE IS NO WARRANTY THAT REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S) WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO REMOTE DEPOSIT CAPTURE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT ANY DEFECTS IN REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S) WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S) ARE AT YOUR SOLE RISK AND DISCRETION AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S).
- f. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS EULA.
- g. SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

**7. LIMITATION OF LIABILITY**

- a. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC (INCLUDING, BUT NOT LIMITED TO LOST REVENUES OR LOST PROFITS) OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. OUR TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY TO THE GREATER OF FIVE HUNDRED DOLLARS OR THE TOTAL AMOUNT PAID, IF ANY, BY YOU FOR THE LICENSED APPLICATION AND ANY MONTHLY FEES CHARGED TO YOU DURING THE ONE (1) MONTH IMMEDIATELY PRIOR TO THE DATE THAT THE EVENTS GIVING RISE TO THE ACTION OR CLAIM FIRST OCCURRED. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

**8. NOTICES/CONTACT INFORMATION**

- a. All communication with us should specify your name and Account information. Our contact information is as follows: Park Bank, P.O. Box 8969, Madison, WI 53708-8969 or bank@parkbank.com. Email communication is not secure unless you use an encrypted email service. Please do not include sensitive Account information in an unencrypted email to Park Bank. All notices from you must be made in writing. Legal notice to us shall be effective when directed and received at the above address.

**9. GENERAL INFORMATION**

- a. The laws of the State of Wisconsin and applicable provision of federal law, excluding its conflicts-of-law rules, govern this EULA.
- b. If any part of this EULA is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.
- c. The failure of us to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision.
- d. You agree not to transfer or assign this EULA or any of your rights under this EULA. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this EULA shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

- e. The provisions of this EULA relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this EULA for any reason.
- f. The section titles in this EULA are for convenience only and have no legal or contractual effect.
- g. Any controversy or claim arising out of or relating to this EULA is to be resolved by arbitration. The arbitration is to be administered by the American Arbitration Association and is to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration is to be held before a panel of three arbitrators, each of whom must be independent of the parties. No later than 15 days after the arbitration begins, each party shall select an arbitrator and request the two selected arbitrators to select a third neutral arbitrator. If the two arbitrators fail to select a third on or before the 10th day after the second arbitrator was selected, either party is entitled to request the American Arbitration Association to appoint the third neutral arbitrator in accordance with its rules. Before beginning the hearings, each arbitrator must provide an oath or undertaking of impartiality. Either party may seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party. By doing so, that party does not waive any right or remedy under this EULA. The interim or provisional relief is to remain in effect until the arbitration award is rendered or the controversy is resolved. The arbitrators are to have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the provisions of this EULA. Any arbitration proceeding under this EULA must be commenced no later than two years after the controversy or claim arose. Failure to commence in a timely arbitration proceeding constitutes both an absolute bar to the commencement of an arbitration proceeding with respect to the controversy or claim, and a waiver of the controversy or claim. The arbitrators are to interpret all controversies and claims arising under or relating to this EULA in accordance with the laws set forth in Section 9(a). The arbitration is to be conducted in Dane County, WI. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- h. Your mobile carrier may assess you fees for data or text messaging services. Please consult your mobile plan or provider for details.
- i. Copies. A copy of this EULA may be viewed by going to <https://www.parkbank.com/virtual/mobile>, obtained by calling us at 608-278-2801, or writing to us at Park Bank 1801 Greenway Cross, PO Box 8969 Madison WI 53708-8969.

**10. LIMITATIONS ON CHECKS REMOTELY DEPOSITED—EXPRESS DEPOSIT**

The following provisions apply to Park Bank Express Deposit.

- a. The maximum number of checks that may be deposited remotely using Remote Deposit Capture is 999 per day.
- b. The maximum dollar amount of checks that may be remotely deposited using Remote Deposit Capture is \$999,999/day and \$999,999 per calendar month unless the Bank notifies you of a different amount. Any notice to you changing the maximum dollar limitations shall be considered an amendment to this EULA and shall be incorporated by reference. We reserve the right to accept or deny each check on an individual basis regardless of limits disclosed.
- c. Only checks drawn on US banks may be deposited using Remote Deposit Capture.
- d. The Bank reserves the right to immediately change the limitations stated herein for security reasons. If we reduce the maximum limitations we will give you notice required by applicable law.

**11. LIMITATIONS FOR CHECKS REMOTELY DEPOSITED—BIZ DEPOSIT**

The following provisions apply to Park Bank Biz Deposit.

- a. The maximum number of checks that may be deposited remotely using Remote Deposit Capture is 999 per day.
- b. The maximum dollar amount of checks that may be remotely deposited using Remote Deposit Capture is \$999,999/day and \$999,999 per calendar month unless the Bank notifies you of a different amount. Any notice to you changing the maximum dollar limitations shall be considered an amendment to this EULA

and shall be incorporated by reference. We reserve the right to accept or deny each check on an individual basis regardless of limits disclosed.

- c. Only checks drawn on US banks may be deposited using Remote Deposit Capture.
- d. The Bank reserves the right to immediately change the limitations stated herein for security reasons. If we reduce the maximum limitations we will give you notice required by applicable law.
- e. Prior to allowing Biz Deposit customers to utilize this service and on an ongoing basis thereafter, the Bank may request, but not necessarily require in all cases, that each Biz Deposit customer may be subject to a background check (including a review of the customer's current activities), a review of the customer's creditworthiness, a site visitation and a review of the customer's plans with respect to Remote Deposit Capture.

Such background check and credit review may include the customer's producing or Park Bank obtaining the following:

- 1. Two years of financial statements.
  - 2. Audit reports for the last three years.
  - 3. Bank statements and account analysis statements (if available) for the last year of the banking relationship.
  - 4. A description of the customer's business, the length of time in which the customer has been in business, past sales/service activities and the customer's current business outlook and future plans.
  - 5. One or more of the following reports pertaining to the customer; Better Business Bureau inquiry report, Dun & Bradstreet report, credit FICO score or similar report.
- f. Remote Deposit Capture use for individual users at a business must be approved by the Business Online Banking Administrator at the business.

## **12. Cutoff Time and Availability of Funds.**

- a. If we receive a check image for deposit through Remote Deposit Capture after 5:00 p.m. Central Time, your deposit may not be approved until the next business day. Funds deposited through Remote Deposit Capture will be made available to you in accordance with the Bank's Funds Availability Policy Disclosure provided at Account opening.

## **ELECTRONIC FUNDS TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. Every day except Saturday, Sunday and a Federal holiday is a business day. You should keep this notice for future reference. For your own account security, it is your obligation to maintain up to date anti-virus and anti-spyware protection on all devices used to access Park Bank Electronic Banking applications.

### **1. Transfer Types, Frequency and Limitations**

a. Terminal Transfers (ATM transfers.) You may use your card and/or code to make:

- 1) Cash withdrawals from checking accounts.
  - 2) Deposits to checking accounts, money market accounts, and savings accounts.
  - 3) Transfers of funds between checking, money market, and savings accounts.
  - 4) Cash withdrawals and deposits for statement savings accounts linked to a checking account.
  - 5) Get checking account(s) information.
  - 6) Get savings account(s) information.
  - 7) Get money market account information.
- \*Savings and money market accounts set up upon request.

b. Point-Of-Sale Transactions. Using your card you may access your checking account(s) to purchase goods, in person, by telephone, by computer. You may pay for services in person, by telephone, and by computer, get cash from a merchant, if merchant permits, or from a participating financial institution, and do anything you can do with a credit card.

c. VISA Debit Card. Your Park Bank VISA Debit Card also allows you to conduct transactions on the PULSE® debit network, which will generally require you to enter your PIN. Some merchants are authorized to accept non-VISA debit transactions without requiring you to enter your PIN. If you

choose to sign to authorize a debit transaction, the transaction will be routed as a VISA transaction. If you choose to have the transaction processed as a non-VISA debit transaction, the purchase will not be protected under VISA Regulations, but will be protected under Federal Regulation E.

d. Receipts. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less. Your continued use of the card and/or code acknowledges acceptance of these amount terms.

Please note: some of the services may not be available at all terminals.

e. Telephone Transfers. You may access your account(s) by telephone at 608-283-6868 using a touch-tone phone, your account numbers, and your personal identification number to:

- 1) Transfer funds from checking to savings.
- 2) Transfer funds from savings to checking.
- 3) Transfer funds from checking to money market.
- 4) Transfer funds from money market to checking.
- 5) Transfer funds from savings to money market.
- 6) Transfer funds from money market to savings.
- 7) Make payments from checking to loan accounts.
- 8) Get checking account(s) information.
- 9) Get saving account(s) information.
- 10) Get money market information.
- 11) Get certificate of deposit information.
- 12) Get loan information.

f. Prearranged Transfers. Park Bank allows electronic check transactions or draft conversions to post to your checking and money market accounts. In addition, you may arrange for us to:

- 1) Accept certain direct deposits to your checking account.
- 2) Accept certain direct deposits to your savings account.
- 3) Accept certain direct deposits to your money market account.
- 4) Pay certain recurring bills from your checking account in the amounts and on the days you request.
- 5) Pay certain recurring bills from your savings account in the amounts and on the days you request.
- 6) Pay certain recurring bills from your money market account in the amounts and on the days you request.

g. Computer Transfers. You may access your account(s) by computer at [www.parkbank.com](http://www.parkbank.com) and using your account numbers, personal identification number, multi-factor authentication features to include but not limited to private image, private phrase, email address, three challenge questions, and your designated computer to:

- 1) Transfer funds from checking to savings.
- 2) Transfer funds from savings to checking.
- 3) Transfer funds from checking to money market.
- 4) Transfer funds from money market to checking.
- 5) Transfer funds from money market to savings.
- 6) Transfer funds from savings to money market.
- 7) Make payments from checking to loan accounts with us.
- 8) Make payments from checking for bill payments upon request, applicable fees will apply. (See our bill payment agreement for more details)
- 9) Get checking account(s) information.
- 10) Get savings account(s) information.
- 11) Get money market account(s) information.
- 12) Get certificate of deposit information.
- 13) Get loan information.
- 14) Retrieve an eStatement of your accounts upon request.
- 15) Receive account or account transaction emails by signing up via our Internet Banking Messaging service.

h. Electronic Funds Transfers Initiated by Third Parties.

You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payment networks. Your authorization to the third party to make these transfers can occur in a number of ways. For example your authorization to convert a check to an electronic fund transfer or to electronically pay a return check charge can occur when a merchant provides you with notice and you go forward with the transaction typically, at the point of purchase a merchant or, in some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and financial institution information. This information can typically be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

i. Mobile Banking Transfers. You may access your account(s) and utilize them for the following by contacting us and using a handheld and/or mobile device:

- 1) Transfer funds from checking to savings.
- 2) Transfer funds from savings to checking.
- 3) Transfer funds from checking to money market.
- 4) Transfer funds from money market to checking.
- 5) Transfer funds from savings to money market.
- 6) Transfer funds from money market to savings.
- 7) Make payments from checking to loan accounts.
- 8) Get checking account(s) information.
- 9) Get saving account(s) information.
- 10) Get money market information.
- 11) Get certificate of deposit information.
- 12) Get loan information.
- 13) Make existing bill payments.
- 14) Make deposits upon request and approval to checking, savings accounts and/or money market accounts.

j. Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

k. Electronic return check charges. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

l. Limitations on Frequency of Transfers.

- 1) Transfers or withdrawals from a money market account or savings account to another account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six per month or statement cycle. If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- 2) For security reasons, there may be other limits on the number of transfers you can make through our terminals.

m. Limitations on Dollar Amounts of Transfers.

- 1) You may make combined cash withdrawals or PIN purchases up to \$800.00 (\$100.00 for Honor Checking) from ATMs or terminals each calendar day. And up to \$3000.00 (\$500.00 for Honor Checking) in VISA Debit Card purchases.

## 2. Fees

- a. No surcharge or ATM withdrawal fee for Park Bank terminal (ATM) transactions.
- b. \$2.00 fee for ATM withdrawal (non-Park Bank ATM).
- c. A fee may be imposed by an ATM operator not holding your account, or by any national, regional, or local network used to complete the transaction.
- d. Currency Conversion/VISA Foreign Transaction Fee. Purchases and cash advances made in foreign countries will be billed to your account in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a VISA Foreign Transaction Fee of 0.8% of each transaction in U.S. dollars when a transaction is billed from a foreign country and no currency conversion takes place or 1.00% of each transaction in U.S. dollars when a transaction is billed from a foreign country and a currency conversion takes place. This fee will appear as a separate transaction on your statement with the description of "VISA Foreign Transaction Fee".
- e. We do not charge for direct deposit to any type of account.
- f. We do not charge for pre-authorized payments from any type of account.
- g. DEBIT CARD RUSH ORDERS Same Day Production with Overnight Delivery - \$116.00, Standard Production (2 day) with overnight Delivery - \$91.50. \*\*All rush requests must be submitted by noon CST\*\*
- h. A \$33 overdraft paid or return item fee will be charged if an electronic check conversion overdrafts your account.

## 3. Documentation

- a. Terminal Transfers. You may get a receipt at the time you make any withdrawal or transfer to or from your account using ATM's (Automated Teller Machine) or point of sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.
- b. Pre-authorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.
- c. In addition, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

## 4. Pre-authorized Payments

- a. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account; you can stop any of these payments. Here are the



procedures: Call or write us at the telephone number or address listed below, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. A \$31.00 stop payment fee will apply.

b. 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.)

c. Liability for failure to stop payment of pre-authorized transfer. 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.

#### 5. Financial Institution's Liability

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 according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2) If the transfer would go over the credit limit on your overdraft line.
- 3) If the automated teller machine where you are making the transfer does not have enough cash.
- 4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 6) There may be other exceptions stated in our agreement with you.

#### 6. Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- 1) Where it is necessary for completing transfers; or
- 2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3) In order to comply with government agency or court orders; or
- 4) If you give us written permission.
- 5) As explained in our Park Bank Privacy Notice.

#### 7. Unauthorized Transfers

a. Consumer Liability. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). You can lose no more than \$50.00 if you give us notice of your lost or stolen card and/or code and your card and/or code is used without your permission within 2 business days after you learn of the loss or theft of your card and/or code. If you do not give us notice of your lost or stolen card and/or code, 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 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 hospital stay) kept you from telling us, we may extend the time periods.

b. VISA Debit Card Credit. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number (PIN) which are not processed by VISA. VISA is a registered trademark of VISA International Service Association.

c. Contact in Event of Unauthorized Transfer. If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account or believe a transfer has been made using the information from your check without your permission, call or write us at the telephone number or address listed below.

#### 8. Error Resolution Notice

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, 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 60 days after we sent 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if a VISA transaction or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or foreign-initiated transfer) to investigate your complaint or questions. If we decide to do this, we will provide provisional credit to your account within 10 business days (5 business days if involving a VISA transaction or 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three 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.

Address and Phone Number 24 hours / 7 days you may reach us at:

**PARK BANK  
1801 GREENWAY CROSS  
PO BOX 8969  
MADISON WI 53708-8969  
(608) 278-2801**

**LOBBY 9:00 AM to 5:00 PM MONDAY THROUGH FRIDAY / SATURDAY 9:00 AM TO 12:00 PM \***

**DRIVE-UP 8:00 AM to 6:00 PM MONDAY THROUGH FRIDAY / SATURDAY 9:00 AM TO 12:00 PM \***

**\*No Saturday hours available at Sun Prairie, Fitchburg, Meriter, Capitol Square and Old Sauk locations.**

**\*No Drive-Up hours available at Capitol Square and Meriter locations.**

**Member FDIC**

FACTS	WHAT DOES THE PARK BANK DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and checking account information</li> <li>• Wire transfer instructions and payment history</li> <li>• Credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in the notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons The Park Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does The Park Bank share?	Can you limit this sharing?
<b>For our everyday business purposes --</b> such as to process your transaction, maintain your account(s), respond to court orders and legal investigations or report to credit bureaus	Yes	No
<b>For our marketing purposes --</b> to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes --</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes --</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

Questions?	Call 1-800-359-7275 or 608-278-2801 or visit <a href="http://www.parkbank.com">www.parkbank.com</a>
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What we do	
How does The Park Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings, and procedural safeguards to protect your data from improper access.
How does The Park Bank collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• open an account</li> <li>• make deposits or withdrawals from you account</li> <li>• apply for a loan</li> <li>• use you debit or credit card</li> <li>• pay your bills</li> </ul> <p>We also collect your personal information from others, such as credit bureaus or other companies.</p>
Why can't I limit sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes -- information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>The Park Bank does not share with our affiliates</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>The Park Bank does not share with nonaffiliates so they can market to you</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>Our joint marketing partners include:</i></p> <ul style="list-style-type: none"> <li>• insurance companies</li> <li>• check printing companies</li> <li>• investment companies</li> <li>• identity theft protection companies</li> <li>• loyalty and rewards program companies</li> </ul>