

# Electronic Banking Terms and Conditions

Last amended 05/09/2017

By choosing Accept when enrolling in Bank First National's electronic banking services, you (the account holder) agree to the terms and conditions below, hereinafter referred to as "Agreement". Bank First National's electronic banking services include online banking, mobile banking and telephone banking, hereinafter referred to as "Services". Each time you use our Services, you are confirming your agreement to and understanding of the terms and conditions of this Agreement. Please read this Agreement carefully and keep it for future reference.

This Agreement is in addition to all other agreements we may have with you, including signature cards and account agreements for your deposit account(s) and/or loan agreement(s).

## **CONFIDENTIALITY OF PERSONAL IDENTIFICATION NUMBER ("PIN") AND PASSWORD**

All Services must be initiated by use of a PIN or Password, hereinafter referred to as "Password". You may change your Password from time to time, as provided in the Services. It is recommended that you do not use your social security number, birthday, or other codes that may be easy for others to determine as your Password. No bank employee will ever ask for your Password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. If you authorize another person to use your Password, that person can use the Services to view any information or initiate any transaction on any of the accounts to which you have access, including viewing information or initiating transactions on accounts to which that person would not otherwise have access. As such, sharing your Password is strongly discouraged by the Bank, and is done at your own risk. If a third party should gain access to your Password, you alone are responsible for changing the Password so as to deny the third party's access to your banking information. Bank First will not be liable for any damages or loss arising from or related to wrongful access by a third party.

**YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE DEEMED THE SAME AS YOUR WRITTEN SIGNATURE, AUTHORIZING BANK FIRST TO COMPLETE ANY TRANSACTION COMMUNICATED THROUGH OUR SERVICES.**

Never leave your computer or phone unattended while using the Services. Always exit and "log out" after viewing your accounts. Failure to do so may result in unauthorized third party access to your accounts without the use of your Password.

Bank First disclaims any liability for the display or accuracy of your account data by any account aggregation service provided by a third party.

## **FEES**

Access to Services is free of charge at this time. This includes making transfers between your accounts, retrieving and reviewing account information, and making loan payments using funds from your deposit accounts.

Future program updates may have fees associated with them. By using these new features, you agree to pay, and authorize us to debit any such fees from the designated account. You will be notified of any such fees prior to their implementation.

## **AUTHORIZATION**

You expressly authorize us to debit the appropriate deposit account in the amount of any bank transfer initiated through the Services, by you or by any other person who is authorized to use your Password. You agree that we may treat any such bank transfer from a deposit account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a deposit account the same as a deposit, all in accordance with the terms of this Agreement and any applicable deposit agreements.

## **MINIMUM SYSTEM REQUIREMENTS**

To be able to use the Services, all personal hardware, software and internet connectivity will need to adhere to the minimum requirements for the Services. You are and will remain solely responsible for the purchase, installation, operation and maintenance of the hardware, software, internet services and for all related costs. You are solely responsible for security of the hardware and software. It is highly recommended and generally good practice to install and run software to actively protect from computer viruses and other related malware.

Operating System:  
Windows 7, 8.1, 10  
Mac OS 10.8+  
iOS 6+

Browser:  
Microsoft Internet Explorer 11+  
Microsoft Edge (Current Stable Version)  
Google Chrome (Current Stable Version)  
Mozilla Firefox (Current Stable Version)  
Apple Safari (Current Stable Version)

Security:  
The encryption system used by online banking is a Secure Socket Layer system that supports 128-bit TLS 1.2 encryption. In order to use online banking you must have the hardware and/or software to support 128-bit TLS 1.2 encryption. Online banking provides links for you to upgrade your browser.

### **INTENDED USAGE**

Use of this system is restricted to authorized users. You agree to use Services solely for the purpose intended. If any possible suspicious or criminal activity is detected, system records may be provided to the necessary law enforcement officials.

You may use this system to:

1. Transfer funds between any deposit accounts, such as checking, savings, or money market deposit accounts;
2. To receive and download balance and transaction information;
3. To make loan payments for loans.

Please note Bank First cannot accept payments for less than the actual monthly payment amount for Fannie Mae Mortgage loans. Payments must be made for the actual monthly payment amount or greater. An attempt to make a payment for less than the actual monthly payment amount using the Services will be rejected and the attempted payment amount will be returned to the account it was transferred from on the following business day. It is your responsibility to ensure that payments are made for the actual monthly payment amount or greater. Bank First will not be liable for payments returned because the actual monthly payment amount was not met.

### **FREQUENCY OF TRANSFERS**

You can make an unlimited number of transfers each day from your checking account. Federal regulations limit the number of transfers you may make from a savings account or money market account to a maximum of six (6) transfers, including Services transfers, per statement cycle (month).

### **FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer as requested, we will be liable for losses or damages. However, there are some exceptions. We will NOT be liable if:

1. Through no fault of ours, you do not have enough money in your account to make the transfer; or
2. The transfer would go over the credit limit on your overdraft line; or
3. The terminal/system was not working properly and you knew about the breakdown when you started the transfer; or
4. Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken.
5. There may be other exceptions stated in our account agreements and/or loan agreements with you.

### **ACCOUNT ACCESS**

If you fail to log in three (3) consecutive times the system will lock you out for twenty-four (24) hours. Call 920-652-3100 during regular business hours to have your password reset sooner.

The Services of Bank First are available to you for your convenience 24 hours a day, 7 days per week. However, due to system maintenance, some or all the Services may be down. Our scheduled maintenance window is every Sunday morning between midnight and 4:00 a.m. CST.

**BUSINESS DAYS**

Every day is a business day, except Saturdays, Sundays and federal holidays.

**FUNDS AVAILABILITY**

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash, or we will use the funds to pay checks that you have written or make payments that you have authorized.

If you make a deposit through our Services, except mobile banking, before 8:00 p.m. CST on a business day, we will consider that to be the day of your deposit. However, if you make a deposit after 8:00 p.m. CST or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Please refer to the Funds Availability Disclosure given to you at the time you opened your account for more information on this subject.

**LIABILITY DISCLOSURE**

Tell us immediately if you believe your Password has been stolen. Telephoning is the best way of keeping possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Password without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

**ADDRESS AND TELEPHONE NUMBER**

In case of errors or questions about your electronic transfers or if you believe that your Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call (920) 652-3100, email [infobox@bankfirstnational.com](mailto:infobox@bankfirstnational.com), or write to Electronic Banking, Bank First, 402 N. Eighth Street, PO Box 10, Manitowoc, WI 54221-0010.

Please inform us as soon as possible. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

In all correspondence please:

1. Include your name and account number;
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 or through email, we may require that you send your complaint or question in writing within 10 business days.

Within 10 business days after we hear from you, we will determine whether an error occurred and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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.

**ACCOUNT INFORMATION DISCLOSURE**

We will disclose information to third parties about your account or the transfer 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 or court orders; or
4. If you give us your written permission.

#### **PERIODIC STATEMENT**

If you use our Services, you will receive a monthly account statement each month you use our Services to initiate a transaction.

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#### **BILL PAYMENT**

You must have established online banking with Bank First and you must have a checking account in order to use Bank First's BillPay service.

#### **FEES**

BillPay is FREE to customers who have direct deposit, a debit card and are signed up to receive E-statements. If, at the time of enrollment, you do not qualify for FREE BillPay, you will be charged a \$4.95 fee per month following a free 3-month trial period.

If after enrolling in BillPay you become eligible for FREE BillPay, it will be your responsibility to notify us.

BillPay Premium is available to our business customers for a \$10.00 fee per month. A free 3-month trial period is included in BillPay Premium. Our BillPay system does include other features with additional charges. Any charges for these features will be disclosed to you at the time you agree to these additional services. If you proceed with the transaction, those fees will be billed directly to your account. These services are not included in free BillPay.

#### **LIABILITY**

Bank First is not liable for any late payments made through no fault of our own such as:

1. Insufficient funds, or non-availability of funds due to legal process or other encumbrances restricting the payment from your account.
2. Non-adherence to the terms as set forth in this Agreement.
3. Your failure to provide correct and complete information.
4. Delays in the handling of the payment by the payee.
5. Natural disaster such as a fire, flood, tornado, etc.
6. Delays in postal delivery.
7. Hardware or software failures.
8. 8. Connectivity and/or internet service failures.

Other applicable laws and/or regulations may also exempt us from liability.

#### **BILL PAYMENT PRIVILEGE**

Bank First is pleased to offer BillPay as a convenience and a privilege to our customers. Please note that Bank First reserves the right to limit an account holder's BillPay privileges in the event those privileges are misused.

#### **BILLPAY INACTIVITY**

If you do not use BillPay for a period of 90 days, your BillPay account will be deactivated. To reinstate BillPay, you need to contact your nearest Bank First branch.

#### **BILLPAY SUPPORT**

For BillPay support please call 1-800-877-8021.

#### **BILLPAY TERMS AND CONDITIONS**

For complete terms and conditions of our Bill Pay product, [click here](#).

#### **TERMINATION**

Bank First may terminate your BillPay service at any time. We have no obligation to give you advance notice of the termination.

You may terminate your BillPay service by contacting us. However, Bank First will not be liable for any payments made using the BillPay service until the bank has a reasonable opportunity to act on your termination notice.

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### **eSTATEMENTS and eNOTICES**

By signing up for eStatements and/or eNotices, you acknowledge that any notification and/or disclosures related to your account that can be sent electronically will be and that you will no longer receive those notifications and/or disclosures in paper format.

Bank First will send you notification when your eStatement or eNotice is available for viewing to the email address you provide us. By providing an email address you authorize Bank First to send requested information to the email address and you are responsible for the security of your email account. It is your responsibility to notify Bank First in writing if your email address changes. The Bank will continue to send eStatements and/or eNotices to the email address provided until otherwise notified by an authorized account holder.

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### **goBANK**

goBank is mobile banking which allows users to view and conduct transactions on their smart phones 24 hours a day, 7 days a week. Users must have established Services with Bank First in order to activate the goBank service.

### **FEES**

goBank is a FREE service provided by Bank First. There may be other charges from other providers for use of the access device.

### **USER SECURITY**

It is your responsibility as a goBank user to take every precaution to ensure the safety, security and integrity of your accounts. You agree to not leave your access device unattended while logged into goBank and to log off immediately after viewing your accounts. You agree to not provide your access ID or Password to any unauthorized person. If you permit another person to use your access device, access ID, or Password, any transactions conducted are considered authorized by you and we will not be liable for any resulting fees, damages or claims.

If your phone is lost or stolen it is your responsibility to contact your provider immediately to suspend service and protect your accounts.

### **AGREEMENT**

Use of the service constitutes your agreement to the terms and conditions contained herein.

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### **goBANK DEPOSIT (Mobile Capture)**

Bank First is pleased to offer goBank Deposit as a convenience and privilege to our customers. Please note that Bank First reserves the right to limit an account holder's goBank Deposit privileges in the event the account or privileges are misused.

**Limits** – Your deposits are limited to \$2,500 per day.

**Availability of Funds** – Deposits made prior to 6:00 PM CST and are \$1,000 or less will be available the next business day. If you make a deposit after 6:00 p.m. CST, on a day we are not open or in an amount greater than \$1,000, we will consider the deposit made on the next business day we are open. It is the customer's responsibility to ensure your deposit is posted to your account. Bank First will not notify you of the status of your deposit.

**Types of checks allowed** – personal checks, business checks, U.S. Treasury checks, Traveler's checks and money orders; any check payable in U.S. dollars and drawn on banks in the United States.

**Type of checks not allowed** – Foreign items, which include items drawn on foreign banks or payable in funds other than U.S. dollars, third party checks even if signed over to you, stale dated checks, post-dated checks, non-negotiable items, any item that has been re-deposited or returned, savings bonds, any item previously deposited, and cash.

**Endorsement** – any checks deposited should be endorsed "For Mobile Deposit Only"

**Account review** – All checks over \$1,000 will be reviewed by Bank First.

**Retention** – It is recommended that you safely store the check for 30 days. After 30 days has passed, please safely destroy the check.

**Deposit rejection** – You will not be notified if a deposit is rejected for any reason. Bank First shall not be liable for any fees, or late charges charged to you as a result of the rejection of a deposit via goBank Deposit.

**Availability of Service** – If goBank Deposit is unavailable for any reason, Bank First shall not be liable to you for the inability to process a transaction via goBank Deposit. You acknowledge and understand that you may deposit an original check at any of Bank First's convenient locations during regular office hours.

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#### **AMENDMENTS**

We may amend this Agreement from time to time. The "last amended" date will be indicated within this Agreement. It is your sole responsibility to review this Agreement and any subsequent amendments to this Agreement prior to logging in.

By clicking "Agree" you acknowledge that you have read and agree to the above terms and conditions.