



Terms and Conditions

Electronic Notice Disclosure and Agreement

In order to sign up for Park Bank's Retail Internet Banking Service, Park Bank is required to obtain your consent to the receipt of certain disclosures and agreements in electronic format. These documents contain the terms and conditions that will apply to the Park Bank Retail Internet Banking Service ("Retail Online"). In addition, to provide certain future notices to you electronically only, Park Bank is required to obtain your consent to the receipt of the required disclosures and notices in electronic format only. You may receive your deposit and loan account bank statements, required disclosures and/or notices through the convenience and security of Retail Online. We may deliver these communications to your e-mail, by posting the information on our Park Bank website and sending a notice to your e-mail telling you 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 agree that Park Bank may provide you with any communications that we may choose to make available in electronic format, to the extent allowed by law. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with any of your deposit or loan accounts or other products or services you have with the Bank. For example, we may choose to send you change in terms notices electronically.
- Privacy policies and notices.
- Periodic billing or account statements for your accounts, including any overdraft protection accounts.
- Newsletters and other communications regarding your accounts, products and services.
- Promotional information. At the time of receipt you will have an opportunity to opt-out of receiving information about future promotions electronically.

You have the right to withdraw your consent to receive electronic documents by notifying Park Bank in person, via email at bank@parkbank.com, by calling 608.278.2801 during normal business hours or by U.S. Mail at Park Bank, Attn: At Your Service, PO Box 8969, Madison, WI 53708-8969.

Park Bank will notify you by mail, email or a message within Retail Online when the required notices are available for viewing. If your email address should change in the future, you agree to notify the bank immediately of your email address change at bank@parkbank.com or by calling 608.278.2801 during normal business hours. You may also update your email address within Retail Online by accessing the "Profile" page. If you do not update your contact information as required, we will continue to send you the required notices electronically for a period of time. As a result, you may not receive the notices. To access and view the disclosures, agreements and/or required notices online, you will need Internet access, a currently supported and updated Internet browser that supports Transport Layer Security (TLS) with at least 128-bit encryption. Additionally, you will need a computing platform with hardware that supports these requirements, and software capable of rendering portable document format reader (.pdf) files. To view the technical specifications recommended for access to Park Bank Retail Online, and the Park Bank Bill Payment Service, please view the Updated Requirements list at www.parkbank.com/login. To retain a copy of the disclosures, agreements and/or required notices, you will need a media storage device (e.g., hard drive) or print copies of the documents using your printer. You may also download the documents to your personal device as long as your device is

compatible. Although you provide your consent to receive notices electronically, Park Bank retains the right to send such items by regular mail.

Retail Internet Banking Terms of Use

The Park Bank
P.O. Box 8969
Madison, Wisconsin 53708-8969

The **Retail Internet Banking Terms of Use** (Agreement) apply to your use of the Retail Internet Banking Service ("Retail Online") provided by The Park Bank ("Park Bank"), which permits you to access your Accounts with us via the Internet for services selected by you and agreed upon by us.

To view Park Bank's Privacy Policy, go to www.parkbank.com/privacy.

To view Park Bank's security information, go to our Security Center at www.parkbank.com/about/security.

I. Deposit Account Rules and Defined Terms

As used in this Agreement, the following terms shall have the following meanings: "Account" means your deposit and loan accounts with us, including but not limited to: checking, savings, money market, certificate of deposit, home equity line of credit, line of credit and certain other loan products.

"Available Balance" means the current available balance, with one day's available funds (today's float) added, plus memo posted credits and minus memo posted debits since the most recent transaction processing cutoff, minus any holds for legal process or other freezes on your Account authorized by Park Bank's **Terms and Conditions of Your Account**. Please refer to Park Bank's **Terms and Conditions of Your Account**.

"Current Balance" means ledger balance plus memo posted credits and minus debits since the most recent transaction processing cutoff, minus any holds that have been placed on funds in your Account.

"Business Day" means Monday through Friday, excluding federal holidays.

"Pending Transactions" means the electronic transactions which have not been posted but which have been transmitted to Park Bank.

"Processing Date" means the Business Day your Account is debited or credited.

"we," "our," and "us" mean Park Bank.

"you" and "your" mean each account holder, depositor or party authorized to access a deposit Account or borrower on a loan Account accessible through Retail Online.

Your Account is subject to Park Bank's **Terms and Conditions of Your Account**, or your loan agreement, with us. Electronic transactions are generally transmitted and posted quickly, however, check processing often takes additional time and your Account balance, whether an Available Balance or Current Balance (deposit Accounts) or Current Balance (loan Accounts), may not reflect the actual amount credited to your Account if the deposit or payment is in the form of a check or for other reasons as detailed in Park Bank's **Terms and Conditions of Your Account**, or in your loan agreement, with us. Please contact us for any payoff amounts or information regarding Pending Transactions.

II. Authorization

This Agreement applies to all persons that are parties to the Accounts. This Agreement contains the Terms and Conditions governing Retail Online, including disclosures required by federal law. Please read this Agreement carefully and keep a copy for your records.

By subscribing to Retail Online, you acknowledge that you have received and read this Agreement and agree to its Terms and Conditions. You also acknowledge that this Agreement has been accepted by one or more of the persons who established the subject Account with us.

III. Functions

Using your Username, Password and Retail Online you can:

- View Account information
- Transfer funds among your deposit Accounts and your home equity line of credit, line of credit and certain other loan Accounts
- Transfer funds from your line of credit to your checking Account
- Make payments out of your deposit Accounts to your loan Accounts
- View check, debit and credit items, and deposit ticket transactions online
- View account statements online
- Elect to stop receiving hard copies of deposit account statements and specified loan account statements

Note: Once you begin using Retail Online, you will be able to enroll in Park Bank's Bill Payment Service ("Bill Payment"), which is an optional service. Through Bill Payment, you can use your checking and money market Accounts to pay your bills electronically. See the **Terms of Service** within the Bill Payment section of Retail Online for additional information on this convenient add-on service.

IV. Hardware and Software Requirements

To use Retail Online and to view disclosures, agreements and/or required notices online, you will need Internet access, a currently supported and updated Internet browser that supports Transport Layer Security (TLS) with at least 256-bit encryption. A list of the current supported browsers can be found at www.parkbank.com/login. Additionally, you will need a computing platform with hardware that supports these requirements, and software capable of rendering portable document format reader (.pdf) files. You are responsible for selecting all systems, hardware and your Internet service provider. You are also responsible for any defect, malfunction or interruption in service or security due to hardware failure, your choice of Internet service provider and systems and computer services. You agree that you are solely responsible for your Internet service provider, and telephone service provider (if applicable) fees and service charges.

V. Password and Security

Using your Username and Password has the same effect as your signature authorizing transactions. You agree to safely keep the Username and Password, not to record the Username and Password or otherwise disclose or make the Username and Password available to anyone else. Anyone to whom you disclose your Username and Password and anyone who has access to your Username and Password will have full access to Retail Online, including full access to your Accounts. You have no ability to limit any such person's authority. If anyone uses your Username and Password with your permission, you will be responsible for any transactions performed by that person.

VI. Your Liability

Tell us AT ONCE if you believe your Username and/or Password has been lost, stolen or otherwise became available to an unauthorized person. Please contact us immediately by telephone, by stopping at any Park Bank branch or in writing. Telephoning is the best way of keeping your possible losses down. To view liability amounts, please review Park Bank's **Electronic Funds Transfers Your Rights and Responsibilities**.

VII. Contact in Event of Unauthorized Access

If you believe your Username and/or Password has been lost or stolen or that someone may use, or has fraudulently accessed, your Account without your permission, contact Park Bank At Your Service by phone at 608-278-2801, write to Park Bank, P.O Box 8969, Madison, Wisconsin 53708-8969, or contact us via secure chat through Retail Online.

VIII. Information about Bill Payment Service

Please See the **Terms of Service** within the Bill Payment section of Retail Online for all terms of use of the Bill Payment service.

IX. Processing Date for Funds Transfer

We can process a Funds Transfer on the same Business Day as your instructions, if we receive your instructions before our Retail Online Funds Transfer cut-off time of 6:00 PM CT. If we receive your instruction after the cut-off time, we will process the Transaction on our next Business Day.

X. Funds Transfer Limitations

A transfer using Retail Online must be at least \$0.01.

We reserve the right to prohibit and/or reject transactions involving internet gambling.

You may transfer available funds through Retail Online, subject to funds availability. Please see Park Bank's **Funds Availability Policy Disclosure**.

For certain Accounts, during any month, you may not make more than 6 withdrawals or transfers to another Account of yours, or to a third party, by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party. Please see Park Bank's **Terms and Conditions of Your Account**.

XI. Canceling an Order

You may cancel or edit a Scheduled Transfer prior to 6 PM CT, on the day of the Processing Date. If we do not receive your complete and accurate instruction canceling or editing a Scheduled Transfer prior to such time, we will process the Transaction. This section applies to recurring or scheduled one-time Funds Transfers.

XII. Overdrafts

When you request a Funds Transfer using Retail Online, you authorize us to withdraw the necessary funds from your Account with us. We debit the amount of your Funds Transfer on the Business Day you instruct us to process the Funds Transfer between your Accounts. Each instruction to us to withdraw or transfer from an Account is an order to us to pay from that Account on the specified Processing Date. We may charge Funds Transfers against the Account even though the charge creates an overdraft or constitutes a draw against unavailable funds. If you overdraw your Account, you agree to immediately pay us the overdrawn amount together with any applicable fees. Please see Park Bank's **Terms and Conditions of Your Account** for details. 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.

XIII. Fees

You authorize us to charge you Retail Online fees identified in our current fee schedule disclosed with the **Account Agreement**, or the loan Account agreement, or in the disclosure called **Personal Service Schedule**, which may be amended by us from time to time.

XIV. Our Liability for Failure to Process Funds Transfer

We strive to make all your funds transfers according to your instructions. We will, however, incur no liability if we are unable to complete any transfer initiated by you through Retail Online because of the existence of any one or more of the following circumstances:

1. If the funds transfer would exceed the maximum permitted funds transfer amount or your Available Balance or your Account has been re-titled, closed, blocked for security reasons, or subject to legal process or other encumbrances restricting the transfer.
2. If the funds transfer processing center is not working properly, and you know or have been advised by us about the malfunction before you execute the transaction.
3. If circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the transaction, and we have taken reasonable precautions to avoid those circumstances.
4. If you have not properly followed the instructions for using Retail Online.
5. If your operating system is not properly installed or functioning properly.
6. For errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with Retail Online, including, without limitation, your inability to access Retail Online or any part of Retail Online.
7. For a failure to provide access or for interruptions in access to Retail Online due to Retail Online system failure.
8. There may be other exceptions stated in our Agreement with you.

Provided none of the foregoing exceptions are applicable, if Retail Online causes an incorrect amount of funds to be removed from your Account, Park Bank shall be responsible for returning the improperly transferred funds to your Account. If Retail Online causes funds from your Account to be directed to an incorrect Payee, you agree to help us recover funds directed to the incorrect payee.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO RETAIL ONLINE.

XV. Exclusion of Liability and Warranties

Retail Online makes use of a private network, intended for authorized users only. We have confidence in the

security measures we employ, however, this is not an invitation for individuals to attempt unauthorized access. BY USING RETAIL ONLINE, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY THEREFORE, PARK BANK AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR USE, AUTHORIZED OR UNAUTHORIZED, OF RETAIL ONLINE OR THE BILL PAYMENT SERVICE, AND PARK BANK FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

XVI. Account Information Disclosure

We will disclose information to third parties about your Account(s) or the transactions you make:

- That we believe are necessary to complete or document transactions, to investigate possible unauthorized transactions, to resolve errors or claims or to combat fraud.
- In response to government agency inquiries, orders and/or subpoenas.
- In response to court orders, subpoenas, garnishments, levies and/or other legal process.
- To companies affiliated with us (see below).
- To comply with laws, rules and regulations.
- If you give us your written permission.

Note: The circumstances under which we may provide information about your Accounts to affiliates and/or third parties are as set forth in our current **Privacy Notice**. You agree that we may deliver our privacy notices and opt-out notices to you by making them available on www.parkbank.com/download?id=134. You may access the **Privacy Notice** on www.parkbank.com, or request a paper copy by writing to us at Park Bank, P.O. Box 8969, Madison, Wisconsin 53708-8969.

XVII. Third Parties

You understand that support and services relating to Retail Online are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

XVIII. Electronic Record Consent

You consent to receive Electronic Records that may be required to be made available during the course of your Retail Online relationship with us. You have a right to withdraw the consent to receive Electronic Records by notifying us in writing at Park Bank, P.O. Box 8969, Madison, Wisconsin 53708-8969, via secure chat in Retail Online or by calling Park Bank At Your Service at 608-278-2801.

XIX. Your Right to Obtain Paper Copies

You have a right to obtain Electronic Records in paper form, upon request. You may obtain a paper copy of an Electronic Record by contacting Park Bank At Your Service by phone at 608-278-2801. We may charge fees identified in our current **Personal Service Schedule**, which may be amended by us from time to time, for copies.

XX. Periodic Statements

Transactions conducted in Retail Online will appear on your periodic Account statement.

XXI. Notification of Change in Address

You agree to notify us promptly in writing of any change in address to Park Bank, P.O. Box 8969, Madison, Wisconsin 53708-8969, via secure chat in Retail Online or by calling Park Bank At Your Service at 608-278-2801.

XXII. Imaging of Checks, Debit and Credit Items and Deposit Tickets

We will make every effort to produce legible images of Account checks, debit and credit items and deposit tickets the next Business Day after the item(s) have been posted to your account. Images will be available up to 180 days after the checks, debit and credit items and deposit tickets have been posted to the account. Some items will produce poor quality images or may not produce an image. In those cases, it is not our responsibility to remedy the image quality. For better processing quality, we recommend use of the forms and check stock approved by us.

XXIII. Termination or Discontinuation

In the event you wish to discontinue use of Retail Online, you must notify us in writing, in person or over the phone. Written notice of service discontinuance must be supplied with the client signature to: Park Bank, Attn: AYS: P.O. Box 8969, Madison, Wisconsin 53708-8969. If you notify us verbally via phone or in person, you may be required to verify yourself through Park Bank's verification procedures. After your proper notice is received by us, we will remove your Retail Online access. We may modify, suspend or terminate your privilege of using Retail Online and may withhold approval of any Transaction, at any time, without prior notice to you. In the event we terminate Retail Online, we will try to notify you in advance but are not required to do so. For security purposes, if you do not use Retail Online and/or Mobile Banking for an extended period of 180 days, we may terminate your Retail Online access. If your Retail Online is terminated or discontinued and your Account requires electronic statements, we will turn off electronic statements and you may receive a monthly fee for a paper statement. Please refer to your Account **Truth in Savings Disclosure** to determine if a fee applies. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

XXIV. Information Authorization

In order to facilitate Retail Online, the Bill Payment Service, or to investigate fraud related to Retail Online, it may be necessary to obtain additional information from other financial institutions, merchants and/or consumer credit reporting companies. By accepting and using Retail Online, you agree that we have the right to request a review of your credit rating at our expense through an authorized bureau. In addition, you authorize us to obtain information regarding your Bill Payment Transaction from a merchant or other payee to resolve payment-pending problems.

XXV. Credit Cards

Park Bank does allow clients who have a credit card with Park Bank to see basic credit card information within Retail Online (if the client has established Retail Online access). Retail Online provides single sign on (SSO) access to Park Bank's Credit Card Online Account Management site, where clients are able to see credit card information in detail.

XXVI. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to our successor in interest or to any, directly or indirectly, affiliated company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

XXVII. No Waiver

We shall not be deemed to have waived any of our rights of remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

XXVIII. Amendment

We may amend this Agreement at any time. The Agreement in its current form will always be available in Retail Online. We may require that you accept changes at the time you sign in or we may provide Notice to you at your current address in our files. Amendments will be effective upon the date posted at Retail Online.

XXIX. Governing Law and Conflict Provisions

Your use of Retail Online is governed by these **Retail Internet Banking Terms of Use** as well as the **Account Agreement**, any loan agreement and related documentation, other applicable documentation governing any matter related to your use of Retail Online, clearinghouse rules, federal law and law of the state where you reside if in Wisconsin or, if you reside outside of Wisconsin, Wisconsin law applies (without regard to state conflicts of law principles), to the extent that federal and state laws have not been varied by these **Retail Internet Banking Terms of Use** and the **Account Agreement**. In case of a discrepancy between these **Retail Internet Banking Terms of Use** and the **Account Agreement** solely relating to your use of Retail Online, these **Retail Internet Banking Terms of Use** control and otherwise the **Account Agreement** controls.

XXX. Providing Phone Number

By providing a phone number and/or cellular number, you are expressly consenting to receiving communications at that number from us and our agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls, and/or calls made by an automatic telephone dialing system. Note: If you do not want to be called for marketing purposes, ask to be added to our marketing Do-Not-Call list.

XXXI. Miscellaneous

You agree not to use your Account or the Retail Online Service or the Bill Payment Service in any illegal activity. All trademarks, service marks and trade names referenced in this material are the property of their respective owners. Park Bank is a Member FDIC and an Equal Housing Lender. You agree that you will use Retail Online for personal use only. Retail Online is not intended for use outside the United States.

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 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 savings 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 service charge 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 \$33.00 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 stop payment fee will apply. See Personal Service Fee Schedule.

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.**

Funds Availability Policy

Your Ability to Withdraw Funds

Our policy is to make funds from your check deposits available to you the first business day after the day Park Bank receives your check deposit. The availability of funds deposited into an account may vary and is explained

below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Determining Availability of Deposits

When we delay the depositor's ability to withdraw funds, the length of the delay is counted in business days from the date of deposit. Every day except Saturday, Sunday, and a Federal holiday is a business day. A deposit will be considered received, however, only on business days. And if a deposit is made after 6:00 p.m. on any given business day, we consider it made on the next business day.

Same Business Day Availability

A depositor may withdraw the entire amount of a deposit of cash, wire transfers or pre-authorized electronic funds transfers.

Next Business Day Availability

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit.

ATM Deposit Availability

If deposits are made at automated teller machines (ATM) before 2:30 p.m., a depositor may withdraw funds from the deposits, whether cash or checks, on the second business day following the business day of the deposit.

Express Deposit and Biz Deposit

Checks deposited via your mobile device after 5:00 pm may not be approved until the next business day.

Longer Delays May Apply

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we take this action after you have left the premises, we shall mail you a notice no later than the first business day following the day of the deposit.

If you should need the funds from a deposit right away, you should ask when your deposit will be available for withdrawal.

Case by case delays: In some cases, we will not make all of the funds that you deposit available to you on the first business day after your deposit. Funds may not be available up to the second business day after your deposit. The first \$200 of your deposit, however, may be available on the first business day after we receive your deposit

In addition, we may delay the availability to withdraw funds deposited by check into an account for up to seven additional business days for these reasons:

- If we believe the check being deposited will not be paid.
- If check deposits in any one day exceed \$5,000.
- If a check is re-deposited that has been returned unpaid.
- If the account has been overdrawn repeatedly in the last six months.
- If there is an emergency, such as failure of computer or communications equipment.

We will notify the depositor if we delay funds longer than our normal policy and inform the depositor when the funds will be available. The first \$200 of your deposit, however, may be available on the first business day after we receive your deposit.

Special Rules for New Accounts

For new accounts, we may further limit the ability to withdraw funds deposited by check, but only during the first 30 days. A depositor may still withdraw funds on the same business day of a deposit if made in cash, wire transfers or by pre-authorized electronic funds transfer. A depositor also has next business day availability for the following deposits (if they meet certain requirements): government checks, Cashier's checks, Traveler's checks, Teller's checks or certified checks. However, withdrawals of these check deposits are limited to the first \$5,000 of a day's total deposits. (The rest are available on the seventh business day of deposit.) For all other check deposits, the depositor may withdraw the deposited funds four business days after deposit.



EQUAL HOUSING LENDER

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