



CHIPPEWA VALLEY BANK

New Business Online Banking Customer

Business Name: _____

Mailing Address: _____

Physical Address (if different): _____

City: _____ State: _____ Zip: _____

Business Phone: _____ Business Fax: _____

Contact Person for Business Online Banking: _____

Contact eMail: _____

Contact Phone: _____



CHIPPEWA VALLEY BANK

Business Online Banking - Add Account Form

Business Name: _____

Account Nickname: _____

Account Number: _____

	<u>Yes</u>	<u>No</u>
Would you like the account number to be displayed when logged in?.....	_____	_____
Would you like the capability to export account information (i.e. to Quickbooks)?.....	_____	_____

Stop Payments

Would you like the ability to Inquire on Stop Payments for this account?.....

Would you like the ability to Add Stop Payments for this account?.....

Transfers

Would you like the ability to Transfer funds between this account and other CVB accounts?

Current Business Online Banking users who will need access to this account:

Special Restrictions (if any)

ONLINE INDEMNIFICATION AGREEMENT

The undersigned account owner, in consideration of its usage of Chippewa Valley Bank's online banking access services, affirmatively agrees that said account owner's role in the prevention of any wrongful use of its account(s) is extremely important. By signing below, said account owner agrees to hold Chippewa Valley Bank, its successors, agents and assigns, harmless against any and all loss arising from the unauthorized online access to its accounts (including loan accounts) through use of the undersigned's password access. I/We authorize Chippewa Valley Bank to set up this account for Business Online Banking, with authority to perform the items specified on this page.

Date: _____

Account Owner(s) Signature _____

Account Owner(s) Signature _____



CHIPPEWA VALLEY BANK

Business Online Banking - Add Employee Form

Employee Name: _____

Social Security Number*: _____ **Mother's Maiden Name*:** _____

* This information will be used for verification if/when the employee needs to call for assistance.

Business Phone Number:** _____ **eMail Address**:** _____

** This information will be used if/when there are technical issues with CVB's online banking services.

What would you like your Access ID to be? _____

(This is case sensitive and must be at least six characters long.) Your password will be issued to you after setup is completed by CVB. This cannot be the same as any other Access ID you use with CVB.

Please list the account numbers that this employee is authorized to access (An Add Account Form needs to be on file for any accounts listed here): _____

	Begin Time	End Time
Access Times - Use this to set restrictions when this employee can log into Online Banking.		
Monday-Friday	_____	_____
Saturday	_____	_____
Sunday	_____	_____

Access to Export or View Account Information	Yes	No
Would you like this employee to have the ability to export account information (i.e. to Quickbooks)?	_____	_____
Would you like this employee to have the ability to view deposits, checks, and withdrawals?	_____	_____
Would you like this employee to have the ability to view past account statements?	_____	_____

Stop Payments		
Would you like this employee to have the ability to Inquire on Stop Payments?	_____	_____
Would you like this employee to have the ability to Add Stop Payments?	_____	_____

Transfers (If the answer is 'Yes' to both Internal Transfers and Wires, please check both boxes)	Yes	No
Would you like this employee to have the ability to Inquire on Transfers?	_____	_____
Would you like this employee to have the ability to Initiate or Delete Transfers?	_____	_____
Would you like this employee to have the ability to Add, Change, or Delete Transfer Templates?	_____	_____
Do Transfers added by this employee require Approval by another employee?	_____	_____
Will this employee be approving transfers or wires initiated by other employees?	_____	_____

Special Restrictions or Notes (if any)

You will be given an Access ID and Password that will give you access to accounts through Business Online Banking. This password can be changed within Online Banking using the Change Password button. We recommend that you change your password regularly. CVB will act on instructions received under your password. For security purposes, it is recommended that you memorize this online Access ID and Password and do not write it down. You are responsible for keeping your Access ID and Password, account numbers, and other account data confidential.

Date: _____

Employee's Signature _____

ONLINE INDEMNIFICATION AGREEMENT

The undersigned account owner, in consideration of its usage of Chippewa Valley Bank's online banking access services, affirmatively agrees that said account owner's role in the prevention of any wrongful use of its account(s) is extremely important. By signing below, said account owner agrees to hold Chippewa Valley Bank, its successors, agents and assigns, harmless against any and all loss arising from the unauthorized online access to its accounts (including loan accounts) through use of the undersigned's password access. I/We authorize Chippewa Valley Bank to set up this account for Business Online Banking, with authority to perform the items specified on this page.

Date: _____

Account Owner(s) Signature _____

Account Owner(s) Signature _____

Instructions for Business Online Banking

1. Please read through the Business Online Banking Agreement.
2. Included is an excel spreadsheet of all your account(s) that have online banking and a list of user(s) who have access to each.
3. On page 8, Account Owner/Signer(s):
 - a. Check the box if you agree or do *not agree* to these terms.
(If you don't agree we cannot continue the service)
 - b. *Print* the name of the user(s) you wish to authorize for Business Online Banking Access where its states "non-owner/signer name."
 - i. This should match the spreadsheet of users also included.
 - ii. If you wish to add an employee/account to online banking please contact your local office for an add employee/account form.
 - iii. If you wish to delete a user(s) from your online banking, please make note of this on the spreadsheet. If you do not notify us of any user(s) who have left or who you no longer want to have access to Business Online Banking they will continue to have access to your account(s) until we are notified otherwise
 - c. Date, sign and print your name on the bottom. If the account requires more than one signature please have the other signer(s) sign and print their name(s) as well.
4. Return all to Chippewa Valley Bank.

Chippewa Valley Bank Business Online Banking Agreement

I. Introduction

II. Accessing Your CVB Accounts through Online Banking

- A. Requirements
- B. Fees
- C. New Services
- D. Benefits of Using Online Banking

III. Terms and Conditions

- A. Term
- B. Your Online Password
- C. Our Liability
- D. Overdrafts: Order of Payments, Transfers, and Other Withdrawals
- E. Hours and Accessibility
- F. Additional Terms and Conditions

IV. General Terms

- A. Right to stop payments
- B. Limitation on Dollars Transferred
- C. Changes to Charges, Fees, or Other Terms
- D. Disclosures of Account Information
- E. Questions or Error Correction on Online Banking Transactions
- F. Other General Terms

V. Protecting Your Account

- A. Preventing Misuse of Your Account
- B. Unauthorized Transactions on Your CVB accounts

VI. Business Accounts

- A. Security Procedure for Transactions Conducted Through CVB
- B. Business Online Banking
- C. Description of CVB Business Online Banking
- D. Organization Resolution Information
- E. Authorization for Transactions
- F. Separate Account Agreements and Disclosures
- G. Changes to CVB Online Banking for this Agreement
- H. Lawful Activities
- I. Our Responsibilities, Liability, Limitations on Liability, and Indemnity
- J. Limitations on Export
- K. Agreement Controls
- L. Collection Costs
- M. Relationship
- N. Waiver
- O. Severability

I. Introduction

This Online Access Agreement ("Access Agreement") for accessing your CVB accounts through Online Banking explains the terms and conditions governing the Online banking services offered through Chippewa Valley Bank. By using Online Banking, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent there is **no** applicable Federal law or regulation, by the laws of the State of Wisconsin. The terms "we," "us," "our," "CVB," and "bank" refer to Chippewa Valley Bank. "You" refers to each signer on an account, "Company" refers the designated Business outlined in Section II (A). The term "business days" means Monday through Friday. The Electronic Fund Transfer Act and Regulations require that we disclose pertinent information to you about EFT's to or from your account. By EFT's within this document, we mean preauthorized transactions to and from your account with us or by means of your Online Banking. Online Banking can be used to access your CVB accounts. Each of your accounts at CVB is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure").

If you are under the age of 18, you cannot use this service.

II. Accessing Your CVB Accounts through Online Banking

A. Requirements

To access your accounts through Online Banking, you must have a CVB account and an online access id and password. A business which is a sole proprietorship or a sole owned LLC must be operating under a tax payer identification number to have access to these accounts.

B. Fees

There are no monthly or transaction fees for accessing your account(s) through Chippewa Valley Bank. Please note that fees may be assessed by your internet service provider. Other fees will apply for Stop Payments, Overdrafts, Wires, and File Uploads.

C. New Services

Chippewa Valley Bank may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

D. Benefits of Using CVB Online Banking

With Online Banking, you can manage your personal accounts from your home or office on your personal computer. You can use Online Banking to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement).
- Add stop payments, view past statements, view check images for current statements.

III. Terms and Conditions

The first time you access your CVB accounts through Online Banking you agree to be bound by all the terms and conditions of this Agreement, and this acknowledges your receipt and understanding of this disclosure.

A. Term

The term of this agreement shall commence upon execution hereof and shall continue thereafter until terminated as follows: (i) by either party upon 30 days written notice to the other party, for any reason; (ii) by the Bank upon 10 days written notice to the Company for Company's failure to (a) pay the Bank any amount due to the Bank under this Agreement, or (b) install and use any changes or updates to the software required herein, if such breach is not cured within such 10 day period; or (iii) by the Bank immediately upon written notice to the Company if the Bank discovers any willful misconduct or fraudulent activities of the Company or any other involved party.

B. Your Online Access ID and Password

You will be given an Access ID and Password that will give you access to your CVB accounts for Online Banking access. This password can be changed within Online Banking using the change password button. We recommend that you change your password regularly. CVB will act on instructions received under your password. For security purposes, it is recommended that you memorize this online access id and password and do not write it down. You are responsible for keeping your access id and password, account numbers, and other account data confidential.

If you do not access your CVB accounts through Online Banking for any 180 day period, CVB reserves the right to discontinue your service without notice. Please note that your Online Banking information will be lost if you are discontinued. You can enroll again at any time to re-activate these services.

If you wish to cancel CVB services offered through Online Banking, please contact Chippewa Valley Bank's Winter office at 866-282-3501 or send us cancellation instructions in writing to Chippewa Valley Bank, PO Box 5, Winter, WI 54896.

C. Our Liability

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, CVB, or by Internet browser providers, such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use, or maintenance of the equipment, software, the online financial services, or Internet browser or access software.

D. Overdrafts: Order of Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Online Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

- Certain electronic transfers involving currency disbursement, like ATM withdrawals or check/debit card transactions, will have priority, and
- The electronic funds transfers initiated through Online Banking may result in an overdraft of your account and may, at CVB's discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

E. Hours of Accessibility

You can access your CVB accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be available due to system updates and maintenance.

Transfers will memopost immediately, meaning there will be a preliminary posting until the next update is completed. A scheduled transfer initiated through CVB Online Banking before 3:00 pm is posted to your account the same day. All transfers completed after 3:00 pm on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

A transfer initiated through Online Banking before 3:00 pm is posted to your account the same day. All transfers completed after 3:00 pm on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

F. Additional Terms and Conditions

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

IV. General Terms

A. Right to Stop Payment

To place a stop payment, visit or call your local CVB office, or write us at PO Box 5, Winter, Wisconsin, 54896 in time for us to receive your request before payment or debit clears your account. If you call in your stop pay request, we also require you to sign your request within 14 calendar days. If 14 calendar days pass and the form is not signed, the stop payment will be removed from the system. A stop payment on any type of electronic or preauthorized debit cannot be submitted through CVB's Online Banking and it also requires you to sign an Unauthorized ACH Affidavit form. The fee for placing a stop payment is \$30.00 per item. You are not permitted to stop payment on any purchase, withdrawal, payment or transfer originated by use of the CVB's Check/Cash Card and CVB has no obligation to honor any such stop payment request by you. A Stop Payment request, if valid signature is received, is valid for and will expire six months from the date originally entered.

B. Limitations on Dollar Amount of Transfers

You may make online transfers up to the amount of the available balance in your account. There are no limitations on the dollar amount you can transfer within Online Banking. You may make a withdrawal from your checking or savings accounts up to the amount of the available balance in your account.

C. Changes to Charges, Fees or Other Terms

We reserve the right to change the charges, fees, or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you online, send a notice to you at the address shown on our records, or send you an electronic mail message (e-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount, or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

D. Disclosure of Account Information

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. CVB may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

E. Questions or Error Correction on CVB Online Banking Transactions

In case of questions or errors about funds transfers through Online Banking involving your account, here is what you should do:

- Fax CVB at 715-266-3009.
- Telephone CVB at 1-866-282-3501.
- Write CVB at PO Box 5, Winter, WI 54896, as soon as you can, if you think your statement or transaction record is wrong or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
 - Tell us your name and account number.
 - Describe the error or the transaction you are unsure about and explain why you believe it is in error or why you need more information.
 - Tell us the dollar amount of the suspected error.

F. Other General Terms

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, CVB's rules and regulations, the rules and regulations of any funds transfer system to which CVB belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also. CVB reserves the right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time without prior notice.

V. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Chippewa Valley Bank at 1-866-282-3501.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Access ID and Password - The access id and password that is used to gain access to Online Banking should also be kept confidential. For your protection, we recommend that you change your online password regularly. It is recommended that you memorize this online access id and password and do not write it down.

You are responsible for keeping your access id and password, account numbers, and other account data confidential. If you believe that your online password may have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify Chippewa Valley Bank at 1-866-282-3501.

B. Unauthorized Transactions in Your CVB Accounts

Notify us immediately if you believe another person has improperly obtained your online access id and/or password. Also, notify us if someone has transferred or may transfer money from your account without your permission or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Chippewa Valley Bank at 1-866-282-3501 or write to Chippewa Valley Bank at PO Box 5, Winter, WI 54896.

If your statement shows withdrawals, transfers, or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

VI. Business Accounts

A. SECURITY PROCEDURE FOR TRANSACTIONS CONDUCTED THROUGH CVB BUSINESS ONLINE BANKING

1. The following describes the Security Procedure you and your Users agree to follow when providing us with instructions to make any and all funds transfers from or to your accounts using the CVB Online Banking service. The purpose of this Security Procedure is to verify the authenticity of a funds transfer instruction (or request for cancellation or amendment) given through the use of CVB Online Banking and not to detect an error in the transmission or content of a funds transfer instruction. No security procedure for the detection of any error has been agreed upon between you and CVB. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized transmissions.

2. You agree to take reasonable steps to maintain the confidentiality of the security procedures and any Access IDs and Passwords, security devices and related instructions you provided or that are provided by us in connection with these security procedures.

3. In managing your CVB Online Banking service, you are responsible for all transfers and withdrawals your Users conduct using CVB Online Banking. If you or your Users permit non-authorized persons to use CVB Online Banking, your User Identifications and/or your Access Codes, you are responsible for any transactions they conduct.

4. You and your Users agree to protect the secrecy of the Access IDs, Passwords and account data accessed via CVB Online Banking, and we have no responsibility if you or a User discloses the same. You and your Users also agree to limit distribution of this information to only those authorized by you to access CVB Online Banking. You must notify us immediately by calling us at the telephone number listed on our web site if you believe or suspect any of your accounts have been accessed without your permission or a User Access ID or Password has been used without your permission to access your accounts. The occurrence or unauthorized access will not affect any transaction made in good faith by CVB prior to the receipt of such notification and within a reasonable time period to prevent unauthorized transactions. For security purposes, we recommend that Users memorize their own Access ID and Password and not write them down. The system gives your Users the ability to change Passwords regularly.

5. A User may only log on to CVB Online Banking using his/her correct Access ID and Password. Once the User has entered his/her correct information, the User will be able to conduct any transactions consistent with the privileges and levels of access which have been granted to the user.

6. CVB may rely on the Access ID and Password provided by the individual submitting the funds transfer instruction. CVB has no responsibility for verifying Access IDs and Passwords.

B. DESCRIPTION OF CVB BUSINESS ONLINE BANKING

CVB Online Banking allows the authorized person(s) (collectively called "Users") in your Organization to use a personal computer equipped with an active connection to an Internet Service Provider to access your account(s), 24 hours a day, 7 days a week, or the requested hours of access that was set up when your enrollment forms were received, with possible interruptions due to system maintenance or causes beyond our control. Upon your enrollment and providing the signed Agreement authorizing this service, the Users you authorize will be able, by use of individual sign-on identification ("Access ID") and a ("Password"), to complete confidential inquiries on your accounts established at CVB and perform any or all of

the following functions, specified on the Add Employee Form. In addition, Users will be able to perform any functions that may be added to the CVB Online Banking service, as granted by written authorization.

Management (Administration) of Your CVB Online Banking Service

1. Manage Accounts – Request accounts to be enrolled or deleted for CVB Online Banking services, establish and edit transactional limitations on these accounts;
2. Manage Users –Each User can be granted or denied transactional privileges and authority on an account by account basis. Any Users can be granted the authority to perform any or all of the functions listed in this Agreement, or which are later added to the CVB Online Banking service;
3. Manage Company – Establish transactional limitations and approval requirements for CVB Online Banking services;
4. Manage Reports – Create and view reports detailing User and account information.

Inquiries and Transactions on Your CVB Online Banking Service

Users may complete, when available, the following transactions in addition to inquiries:

1. Intra-financial institution transfers between checking, savings, and money market accounts;
2. Intra-financial institution transfers from checking, savings, or money market accounts to loan accounts;
3. Advances against a line of credit loan account to be transferred to checking, savings, or money market accounts.

C. ORGANIZATION RESOLUTION INFORMATION

Any organization resolution ON FILE WITH US giving authority for CVB Online Banking service *supersedes* any resolution, signature card or other document on file with us that limits authority over any specific account or all of your account with us. A change in the authority over any specific account or all of your accounts with us made in any resolution, signature card or other document on file with us will NOT change this Agreement, or any accompanying Organization Resolution.

D. AUTHORIZATION FOR TRANSACTIONS

You agree that each individual who has been issued an Access ID and Password has general authority from your Organization to give instructions and authorize transactions with respect to your accounts through CVB Online Banking, including general authority over the movement of your Organization's funds between your accounts at CVB, and to perform inquiries on your accounts. You agree that CVB has full authorization from your Organization to rely and act upon any instructions received from Users without further inquiry.

E. SEPARATE ACCOUNT AGREEMENTS AND DISCLOSURES

Each of your accounts at CVB is also governed by the separate account agreement you have with us for the account and the applicable account disclosures. All Agreements applicable to your various accounts or loan relationships with us shall continue in full force and effect except as specifically modified by this Agreement, and shall be applicable to all transactions initiated by use of an Access ID and Password. **However, if any such account is an account requiring two or more signatures, all signature requirements are hereby waived by you and all signers.** In addition, you and all signers agree to any transaction initiated by the use of an Access ID and Password and agree to be bound by the transaction.

F. CHANGES TO CVB ONLINE BANKING FOR THIS AGREEMENT

We may limit services or transactions available on CVB Online Banking, from time to time, at our discretion and without prior notice. We may make changes or modifications to CVB Online Banking, including expanding services or transactions available from time to time. We may make amendments to this Agreement including, without limitation, changing any cut-off time, any business day and format requirements. Such amendments shall become effective upon notice sent to you by mail or electronically or upon such later date as may be stated in our notice to you. If you maintain or your Users use the CVB Online Banking service after the effective date of the change, you confirm your agreement to the change and/or the expansion of services or transactions. We may, without notice, modify or discontinue a User's access to CVB Online Banking.

G. LAWFUL ACTIVITIES

Any financial service provided by CVB may be used for any transaction permitted by law. You agree that illegal use of any financial service including, but not limited to the CVB Online Banking service, will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at CVB's discretion. You further agree, should illegal use occur, to waive the right to sue for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold CVB harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use. You are responsible for ensuring that Users are aware of this provision. You will be responsible for any illegal transactions or use of the CVB Online Banking service by Users.

H. INFORMATION WE SEND YOU

Any information you receive from us electronically is provided on a best-efforts basis and is believed to be reliable, but cannot be guaranteed. We are not responsible for any deficiencies in the accuracy, completeness, availability or timeliness of such information, or any investment or other decision you make using this information. Any notice we send your Users, whether orally, electronically or in writing, are just as effective as if sent to you at the address we have on file for you.

I. OUR RESPONSIBILITIES, LIABILITY, LIMITATIONS ON LIABILITY, AND INDEMNITY

In the performance of the services required by this Agreement, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Agreement, and we shall not be responsible for the accuracy or completeness thereof. We shall only be responsible for performing the services expressly provided for in this Agreement, we shall only be liable for our own negligence or willful misconduct, subject to the following limit. Our liability for our own negligence or willful misconduct is limited to direct money damages actually incurred by you in an amount not exceeding the amount of the transaction.

We shall not be liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind, whether or not the likelihood of such damages was known or contemplated by us and regardless of the legal or equitable theory of liability that you may assert including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement.

We shall not be responsible for your or your User's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any intra-financial institution transfer, or request to amend or cancel same received from you or your Users) nor the acts or omissions of any other person or entity including, without limitation, any Federal Reserve Financial Institution, Automated Clearing House or transmission, information or communications facility, any Receiver, Beneficiary, Intermediary Financial Institution or Receiving Depository Financial Institution and no such person will be deemed our agent.

You will indemnify us for all liabilities, costs, losses and damages of any nature, including allocated costs of staff counsel and other attorney fees, which arise out of or relate to disputes or legal actions by third parties about any action we take on a User's transaction or which result directly or indirectly, in whole or in part, from your or your Users' access of the services and performance of transactions via CVB Online Banking or claims that we are responsible for any act or omission on your part or that of any other person. This indemnity does not apply to any costs, losses or damages attributable to our negligence or willful misconduct. Your obligation under this paragraph survives termination of this Agreement.

Without limiting the generality of the foregoing, we are excused from failing to act or delay in acting, and any failure to delay does not constitute a breach of this Agreement or otherwise give rise to any liability by us if (1) the failure or delay arises out of legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions, natural disaster, labor dispute or other causes beyond our control, or (2) we believe our action would violate any guideline, rule or regulation of any government authority including, without limitation, failing to transmit or delay in transmitting if such transmittal would result in us having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our reasonable judgment otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

If CVB is obligated to pay compensation in the form of dividends, CVB will do so upon written demand. CVB will calculate for the relevant period as follows. For an analyzed account, CVB will use its account analysis procedures. For a non-analyzed, dividend bearing account, CVB will use the dividend rate(s) for the account. For a non-analyzed, non-dividend bearing account, CVB will use a rate equal to the average of the Federal Funds rates published by the Federal Reserve Bank of New York, less reserves.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor any Internet or commercial on-line access or browser provider (such as America Online, CompuServe, Netscape or Microsoft, collectively called "Service Providers") shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, CVB, OR by Service Provider OR by an agent or subcontractor of any of the foregoing. Nor shall we or the Service Providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, CVB Online Banking, or Internet browser or access software. Neither we nor the Service Providers are responsible for any computer viruses. Further, we will only be responsible for acting on instructions sent through CVB Online Banking which are actually received by us. Except as otherwise stated in this Agreement, or as required by law, our entire liability and the liability of any Service Provider and your exclusive remedy with respect to CVB Online Banking service is the replacement of any browser or software, if any, provided by us to you. You are solely responsible for the selection, installation, maintenance and operation of your computer, software and connection to an Internet Service Provider.

J. LIMITATIONS ON EXPORT

You understand that to access the CVB Online Banking service, your Users' browser software will require encryption capabilities that may be subject to strict export license requirements prior to export from the U.S. or Canada. We do not provide browser software. Your Users must obtain browser software directly from the manufacturer. You agree that your Users will not download, ship, transfer or export any browser software for other software or technical data for use with the CVB Online Banking service or download a Service Provider's direct product into any country or use same in any manner prohibited by the United States Export Administration Act or the requirements of the Export Administration Regulations (15 CFR Parts 730-744) (the "EAE") or any other regulation, law or Executive Order. Further, you agree that your Users will not use CVB Online Banking from any country to which the U.S. has embargoed goods. You will advise your Users of these export limitations and be responsible for any violations caused by them. Your obligations under this provision shall remain in effect after termination of this Agreement.

K. AGREEMENT CONTROLS

Both you and CVB will be bound by this Agreement. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls. Any prior agreement between you and CVB concerning any subject matter contained in this Agreement is superseded by this Agreement. This Agreement constitutes the entire agreement between you and CVB concerning its subject matter.

L. COLLECTION COSTS

CVB may collect amounts owed to us by you under this Agreement and you agree to pay CVB our reasonable expenses, including court costs and attorney fees, for enforcing our rights under this Agreement.

M. RELATIONSHIP

This Agreement does not create any agency, fiduciary, joint venture or partnership relationship between you and CVB and does not provide any rights or remedies to any person other than you and CVB.

N. WAIVER

CVB or you may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time.

O. SEVERABILITY

If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application of the provision to other persons or circumstances, is not impaired or otherwise affected.

NOTICE: IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE CVB ONLINE BANKING. PLEASE CHECK A BOX BELOW:

- I agree to these terms and conditions
- I do *not* agree to these terms and conditions

ONLINE PASSWORD PROTECTION AND INDEMNIFICATION AGREEMENT

The undersigned account owner, in consideration of its usage of Chippewa Valley Bank’s online banking access services, affirmatively agrees that said account owner’s role in the prevention of any wrongful use of its account(s) is extremely important. **It is the responsibility of the Company to notify the Bank in writing of any changes/deletions/or additions to the Account Owner(s)/Signer(s) listed below or those designated as the User(s) as noted below. Until the Bank is in receipt of a new written designation changing Account Owner(s)/Signer(s) listed below, Accounts, or User(s) it may continue to act pursuant to designations on file.**

If you are under the age of 18, you cannot use this service.

Once a password has been established for protection against unauthorized online access to the undersigned’s account(s), the undersigned hereby agrees that it is responsible for keeping said password, and other account information confidential. By signing below, said account owner agrees to hold Chippewa Valley Bank, its successors, agents and assigns, harmless against any and all loss arising from the unauthorized online access to its accounts (including loan accounts) through use of the undersigned’s password access.

I/We authorize Chippewa Valley Bank to set up the following person(s) for our Business Online Banking, with authority levels specified on the Add Employee Form. (Please type or print names and be sure to fill out an Add Employee Form for each individual).

_____ (User) _____ (User)

Date: _____

_____	_____
Account Owner or Signer Signature	Printed Name
_____	_____
Account Owner or Signer Signature	Printed Name
_____	_____
Account Owner or Signer Signature	Printed Name

PROTECTING YOUR BUSINESS FROM CORPORATE ACCOUNT TAKEOVER

Anyone who has access to business accounts through Chippewa Valley Bank Online Banking or is an account signer(s)/owner(s) needs to review the following information. The last page needs to be signed and dated by all users, and account signer(s)/owner(s), then returned to Chippewa Valley Bank.

Computer Safety and Tips

- Make sure you have virus protection software and keep it up to date.
- Keep all software (including your web browser) current with the most recent updates.
- Keep your firewall turned on.
- Protect your wireless router with a password.
- Never put an unknown flash drive into your computer.
- Never download anything in response to a warning from a program you didn't install or don't recognize that claims to protect your computer or offers to remove viruses.
- Uninstall software that you don't use.

Mobile Device Safety

- Use the passcode lock on your smartphone and other devices. This will make it more difficult for thieves to access your information if your device is lost or stolen.
- Before you donate, sell or trade old devices, be sure to wipe it using specialized software or using the manufacturer's recommended technique.
- Use your mobile device responsibly by carefully selecting which apps you download, what data you share over public Wi-fi and where you leave your device.
- Delete texts from numbers or names which you don't recognize.

Internet Safety

- When shopping online, make sure your browser's padlock or key icon is active. Also look for an S after the http to be sure the website is secure. (Example: <https://www>)
- Use social networking safely by being selective of friend requests you accept, review what is posted about you, don't post anything that you wouldn't want on a billboard.
- Close your browser when you aren't using the internet.
- Be cautious when using public hot spots.
- Always log off from websites that require your user name and password for access.

Email Tips

- Be wary of suspicious emails.
- Before you open an attachment or click on a link within an email, confirm with the sender that the message is legitimate.
- Don't respond to email or pop-up messages that ask for personal or financial information.
- Don't send personal or financial information via an unsecure email channel.
- Don't respond to emails that bring you news that seems too good to be true; it's probably a scam. Never call the phone number listed within the email, instead look it up using your own means.

Password Tips

- Create strong passwords that are made up of long phrases or sentences that mix capital and lowercase letters, numbers and symbols.
- Don't use the same passwords for different sites.
- Keep your passwords secret and don't share them with anyone.

- Change your user names and password regularly and try to avoid reusing previous user names and passwords.
- Do not use your Social security number as a user name or password.
- Protect your answers to security questions where applicable.

Personal Information Safety

- Don't provide your Social Security number or account information to anyone who contacts you online or over the phone.
- Protect your PINs and passwords and do not share them with anyone.
- Do not reveal sensitive or personal information on social networking websites.
- Shred receipts, bank statements, unused credit card offers, and other paper waste containing sensitive data
- Keep an eye out for missing mail such as bank or credit card statements.
- Try to avoid mailing bills from your mailbox with the flag up.
- Enroll for Online Banking for your financial accounts to closely monitor activity and detect fraudulent transactions.
- Do not sign the back of your credit cards. Instead put "Photo ID Required".
- When ordering checks, don't list a telephone number.
- Place the contents of your wallet on a photocopy machine. Make a copy of both sides of each item. In the event it is lost or stolen, you will know what you had in your wallet and all of the account number and phone numbers to call and cancel.

Types of Fraud

- **Credit Card Fraud** - If purchasing merchandise, ensure it is from a reputable source. Do research to ensure legitimacy of the individual or company. Beware of providing debit or credit card information through unsolicited emails. Promptly reconcile credit card statements to avoid unauthorized charges.
- **Identity Theft** - Ensure websites are secure before submitting a credit card number. Never throw away credit card or bank statements in usable form. Be aware of missed bills, which could indicate the account has been taken over. Be cautious of scams requiring personal information. Never give a credit card number over the phone unless you make the call. Monitor credit statements monthly for any fraudulent activity. Review a copy of your credit report at least once a year. Report unauthorized transactions to bank or credit card companies as soon as possible.
- **Phishing/Spoofing** - Be suspicious of unsolicited email requesting personal information. Avoid filling out forms in email messages that ask for personal information. This could be a phishing scam. Always compare the link in the email to the link that you are actually directed to visit. Log on to the entity's official website instead of "linking" to it from an unsolicited email.
Contact the actual business that supposedly sent the email to verify if the email is genuine.
Phishing emails typically have misspelled words in the email or it contains poor grammar and usually creates a sense of urgency.
- **Reshipping** - Be cautious if you are asked to ship packages to an "overseas home office". Be suspicious if an individual states that his country will not allow direct business shipments from the U.S. Be wary if the ship-to address is yours but the name on the package is not. Do not accept packages that you did not order. If you receive packages you did not order, either refuse delivery or contact the company that sent the package.
- **Spam** - Do not open spam; delete it. Never respond to spam because this will confirm the sender that it is a valid email address. Have a primary and secondary email address; one for people you know and one for all other purposes. Avoid giving out your email address unless you know how it will be used. Never purchase anything advertised through unsolicited email.
- **Counterfeit Cashier's Check** - Inspect the cashier's check. Ensure the amount of the check matches in figures and words. Check to see that the account number is not shiny in appearance and be watchful that the drawer's signature is not traced. Official checks are generally perforated on at least one side. Inspect the check for

additions, deletions, or other alterations. Contact the financial institution on which the check was drawn to ensure legitimacy. Obtain the bank's telephone number from a reliable source, not from the check itself. Be cautious when dealing with individuals outside of your own country.

IP Whitelist (Optional)

With recent updates to our software, we are now able to offer the ability to limit which of your computers has access to Chippewa Valley Bank accounts. This reduces the risk of an outside user accessing your information. To use this feature, you would be required to provide a list of **all** of the computer IP addresses used by your Business Online Banking users. If credentials are entered from a wrong computer that hasn't been included in the list, access to Online Banking will be denied. You may need to consult with your IT staff to obtain the IP addresses.

The "IP Whitelist" is being offered as an option, not a requirement. To set up an IP Whitelist, please contact the Accounting Department of Chippewa Valley Bank at 866-282-3501.

Confirmation

Please sign after reading the included information about protecting your accounts from Corporate Account Takeover. When all users and account signer(s)/owner(s), have reviewed the information, return this page to Chippewa Valley Bank.

Signature

Date

Printed Name

Signature

Date

Printed Name