

## Park Bank Online Banking Services 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.

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](mailto: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) version 1.2 or higher. 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 Internet Banking Service, and the Park Bank Bill Payment Service, please view the Updated Requirements list at [www.park.bank/personal/services/digital-banking/online-banking](http://www.park.bank/personal/services/digital-banking/online-banking). 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.

You may request a paper copy of any document that you agree to receive electronically. We will charge you a fee of \$3.00 per copy. You have the right to withdraw your consent to receive electronic documents by notifying Park Bank in person, via email at [bank@parkbank.com](mailto: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.

### **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 Notice, go to [www.park.bank/privacy](http://www.park.bank/privacy).

To view Park Bank’s security information, go to our Security Center at [www.park.bank/resources/financial-resources/security-center](http://www.park.bank/resources/financial-resources/security-center).

#### **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.

"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.

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. 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
- Manage your profile information including, your password, challenge questions, email address and Mobile Banking preferences
- Manage your email and text alerts
- Assign nicknames to your Accounts

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) version 1.2 or higher. A list of the current supported browsers can be found at [www.park.bank/personal/services/digital-banking/online-banking](http://www.park.bank/personal/services/digital-banking/online-banking). 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 (included in the Retail Online Terms and Conditions)**.

#### 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 (included in the Retail Online Terms and Conditions)**.

## XI. Canceling a Funds Transfer Request

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 are responsible for any overdraft to your Account. 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. Please be advised, if enrolled for Bill Pay and depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date possibly resulting in an overdraft if you have insufficient funds. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

## XIII. Fees

There are no fees to use Retail Online. Optional Services (Bill Pay, Stop pay, etc.) may charge a fee, but a fee charge if applicable will be disclosed on the Optional Services page and when you initially set up the transaction.

## XIV. Your 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. Please see the attached Electronic Funds Transfers Your Rights and Responsibilities, for other exceptions. 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.
- Where it is necessary for activating additional service.
- 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 XVII. Third Parties 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.park.bank](http://www.park.bank). To access the **Privacy Notice** go to [ww.park.bank/privacy](http://ww.park.bank/privacy), 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. Periodic Statements

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

#### XIX. 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. You may also change your address by clicking “Notify Us” in Retail Online and providing your updated address.

#### XX. 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.

#### XXI. 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 and Mobile Banking 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. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

#### XXII. 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.

Your enrollment in the Retail Online services may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of any Service, you agree that we reserve the right to request a review of your credit rating at our own expense. In addition, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Account. You also agree that financial information regarding your account from a Biller or your financial institution (for example to resolve payment posting problems or verification) may be obtained in connection with an Electronic Banking Service. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Services, to authenticate you when you log in, to send you information about the Services, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure and improve Electronic Banking Services and the content and layout of Retail Online and Mobile Banking. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including without limitation, any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with Electronic Banking Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Electronic Banking Services.

### XXIII. 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.

### XXIV. Assignment

You may not transfer or assign any rights or obligations you have under 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 our rights and responsibilities under this Agreement to independent contractors or other third parties.

### XXV. No Waiver

We shall not be deemed to have waived any of our rights of remedies hereunder unless we provide a written waiver, signed by an authorized officer of Park Bank. 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

### XXVI. 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.

### XXVII. 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. If you require a copy of your **Account Agreement** or the **Retail Internet Banking Terms of Use**, please contact us at 608.278.2801 or write to us at Park Bank, P.O. Box 8969, Madison, Wisconsin 53708-8969.

#### XXVIII. 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.

#### XXIX. 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.

### **Park Bank's Retail Mobile Remote Deposit Capture / Business Mobile Remote Deposit Capture**

#### **Remote Deposit Capture End User License Agreement**

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

#### **1. DESCRIPTION OF REMOTE DEPOSIT CAPTURE**

a. Remote Deposit Capture, also known as Park Bank Retail Mobile Deposit (for personal accounts) and Park Bank Business Mobile Deposit (for business accounts), is a Mobile Banking Service that allows you to transmit and deposit checks and other financial instruments through use of the Mobile Application provided by us through our Mobile Banking Services using compatible and supported mobile Devices.

b. We reserve the right to modify the scope of the Remote Deposit Capture EULA at any time. We reserve the right to refuse to make any transaction you request through Remote

Deposit Capture. You agree and understand that Remote Deposit Capture may not be accessible or may have limited utility over some networks, such as while roaming.

## **2. LICENSE AND RESTRICTIONS,**

a. Subject to the terms of this EULA, we hereby grant you a limited, personal, revocable, nonexclusive, nonsublicensable, nonassignable, nontransferable, nonresellable license and right to use the Mobile Application for your use of Remote Deposit Capture.

b. You acknowledge and agree that any and all intellectual property rights (the “**IP Rights**”) in Remote Deposit Capture and the Mobile Application(s) are and shall remain the exclusive property of us. Nothing in this EULA intends to or shall transfer any IP Rights to, or to vest any IP Rights in, you. You are only entitled to the limited use of the rights granted to you in this EULA. You will not take any action to jeopardize, limit or interfere with the IP Rights. You acknowledge and agree that any unauthorized use of the IP Rights is a violation of this EULA, as well as a violation of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third-party content that is not contained in the Remote Deposit Capture and Mobile Application(s), but may be accessed through Remote Deposit Capture, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties.

c. You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to Remote Deposit Capture or the Mobile Application(s) or any part thereof without our prior written consent.

d. You agree not to undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of Remote Deposit Capture or the Mobile Application(s), or any part thereof. You agree not to intercept, capture, emulate, or redirect the communications protocols used by us for any purpose, including without limitation causing Remote Deposit Capture or the Mobile Application(s) to connect to any computer server or other device not authorized by us.

e. We reserve the right to add or delete features or functions, or to provide programming fixes, updates and upgrades, to Remote Deposit Capture or the Mobile Application(s). You acknowledge and agree that we have no obligation to make available to you any subsequent versions of the Mobile Application(s). You also agree that you may have to enter into a renewed version of this EULA if you want to download, install or use a new version of the Remote Deposit Capture and/or the Mobile Application(s).

f. We have no obligation whatsoever to furnish any maintenance and support services with respect to Remote Deposit Capture or the Mobile Application(s), and any such maintenance and support services provided will be provided at our discretion.

g. You grant to us a nonexclusive, perpetual, non-revocable, royalty free license to use, retain, and share any information transmitted through the Mobile Application(s) by you, including, your location, device-based location information, Account numbers, name, date, Account amount, and endorsements solely for the purpose of providing Remote Deposit Capture. This license shall survive termination of this EULA for such period as necessary for us to provide Remote Deposit Capture, comply with the law, or comply with an internal guidelines or procedures.

### **3. COMPLIANCE AND INDEMNIFICATION**

a. You agree to use Remote Deposit Capture and Park Bank Mobile Application(s) for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations. Items not considered acceptable include but are not limited to items not drawn on US banks or in US funds, substitute checks, re-deposited items.

b. Any image of a check that you transmit using the Mobile Application(s) and Remote Deposit Capture must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements. It is also recommended that you write, "For Mobile Deposit Only," on the back of any check that you transmit using the Mobile Application(s) and Remote Deposit Capture. An image of a check should also be taken on an appropriate background. Suggested backgrounds include but not limited to, a dark counter or dark piece of paper. Inappropriate background images may cause your check deposit to be declined or rejected.

c. You are responsible for any overdraft to your Account due to an item being returned.

d. In the event any item that you transmit for Remote Deposit Capture that is credited to your Account is dishonored, you authorize us to debit the amount of such item from your Account.

e. You agree to notify the Bank immediately if you change your email address, as this is the email address where we will send you notification (Business Mobile Remote Deposit Capture clients only) of a rejected remote deposit item(s). You also agree to notify us immediately if you change your telephone number.

f. You understand and agree that Remote Deposit Capture may at times be temporarily unavailable due to the system maintenance or technical difficulties including those of the Internet. In the event that Remote Deposit Capture is unavailable, you acknowledge that you can deposit an original check at any of the Bank's branches or ATMs or by mailing the original check to the Bank. It is your sole responsibility to verify that items deposited using Remote Deposit Capture and the Mobile Application(s) have been received and accepted for deposit.

g. Processing of transactions may be limited based on our normal hours of operation, or those of third-party financial service organizations involved in a transaction.

h. You make the following warranties and representations with respect to each image of an original check you transmit when utilizing Remote Deposit Capture:

i. Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.

ii. The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

iii. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

iv. Other than the digital image of an original check that you remotely deposit through the Mobile Application(s), there are no other duplicate images of the original check.

v. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

vi. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

vii. The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.

viii. You have not knowingly failed to communicate any material information to us.

ix. You have possession of each original check deposited using Remote Deposit Capture and no one will submit, or has submitted, the original check for payment. Park Bank

recommends that you retain the original check in a secure location until you have received your monthly statement. Once you have verified that the deposit listed on your statement is correct, you should securely destroy the check. As with any sensitive document, we recommend that you shred the check.

x. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

xi. In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact Park Bank regarding such error or breach as set forth below.

xii. You understand and agree that the Bank's Expedited Funds Availability Policy and check hold procedures apply to any check deposited under this EULA. Any Account accessed through Remote Deposit Capture is also subject to the **Terms and Conditions of Your Account** provided at the time of Account opening. You should review the **Terms and Conditions of Your Account** carefully.

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

#### **4. TERMINATION**

a. This EULA and your use of Remote Deposit Capture and the Mobile Application(s) may be immediately terminated if your use of Remote Deposit Capture is in a manner that violates any term of this EULA or any other applicable agreement between you and us. We may modify, suspend or terminate your privilege of using Remote Deposit Capture and the Mobile Application(s) and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate your Remote Deposit Capture access and/or Mobile Banking Services, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable.

b. Upon termination of this EULA you: (a) acknowledge and agree that all licenses and rights to use Remote Deposit Capture and the Mobile Banking Services shall terminate; (b) will cease any and all use of the Mobile Banking Services; and (c) will remove the Mobile

Application(s) from all mobile Devices, hard drives, networks, and other storage media in your possession or under your control.

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

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

## **6. WARRANTY DISCLAIMER**

a. WE CANNOT FORESEE OR ANTICIPATE ALL TECHNICAL OR OTHER DIFFICULTIES RELATED TO REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S). THESE DIFFICULTIES MAY RESULT IN LOSS OF DATA, PERSONALIZATION SETTINGS OR OTHER APPLICATION INTERRUPTIONS. WE ASSUME NO RESPONSIBILITY FOR ANY DISCLOSURE OF ACCOUNT INFORMATION TO NON-PARTIES, THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS IN CONNECTION WITH YOUR USE REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S).

b. WE ASSUME NO RESPONSIBILITY FOR THE OPERATION, SECURITY, FUNCTIONALITY OR AVAILABILITY OF ANY COMPUTING DEVICE OR NETWORK THAT YOU UTILIZE TO ACCESS REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S).

c. YOU AGREE TO EXERCISE CAUTION WHEN UTILIZING REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S) ON YOUR COMPUTING DEVICE AND TO USE GOOD JUDGMENT AND DISCRETION WHEN OBTAINING OR TRANSMITTING INFORMATION.

d. REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S). PROVIDED HEREUNDER IS PROVIDED “AS IS,” WITH ALL WARRANTIES DISCLAIMED, INCLUDING, ALL EXPRESS OR IMPLIED WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. THERE IS NO REPRESENTATIONS OR WARRANTIES THAT THE SOFTWARE IS FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S) SHALL BE BORNE SOLELY BY YOU.

e. THERE IS NO WARRANTY THAT REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S) WILL MEET YOUR REQUIREMENTS, THAT ACCESS TO REMOTE DEPOSIT CAPTURE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, OR THAT ANY DEFECTS IN REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S) WILL BE CORRECTED. YOU ACKNOWLEDGE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S) ARE AT YOUR SOLE RISK AND DISCRETION AND WE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO FOLLOW PROPER BACKUP PROCEDURES TO PROTECT AGAINST LOSS OR ERROR RESULTING FROM USE OF REMOTE DEPOSIT CAPTURE AND THE MOBILE APPLICATION(S).

f. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS EULA.

g. SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

## **7. LIMITATION OF LIABILITY**

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

## **8. NOTICES/CONTACT INFORMATION**

a. All communication with us should specify your name and Account information. Our contact information is as follows: Park Bank, P.O. Box 8969, Madison, WI 53708-8969 or Email communication is not secure unless you use an encrypted email service. Please do not include sensitive Account information in an unencrypted email to Park Bank. All

notices from you must be made in writing. Legal notice to us shall be effective when directed and received at the above address.

## **9. GENERAL INFORMATION**

a. The laws of the State of Wisconsin and applicable provision of federal law, excluding its conflicts-of-law rules, govern this EULA.

b. If any part of this EULA is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

c. The failure of us to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision.

d. You agree not to transfer or assign this EULA or any of your rights under this EULA. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this EULA shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

e. The provisions of this EULA relating to intellectual property ownership, restrictions on use, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this EULA for any reason.

f. Copies. A copy of this EULA may be viewed by going to <https://www.park.bank/digital-banking-terms>, obtained by calling us at 608-278-2801, or writing to us at Park Bank 1801 Greenway Cross, PO Box 8969 Madison WI 53708-8969.

## **10. LIMITATIONS ON CHECKS REMOTELY DEPOSITED—RETAIL MOBILE REMOTE**

**DEPOSIT CAPTURE** The following provisions apply to Park Bank Retail Mobile Remote Deposit Capture.

a. The maximum number of checks that may be deposited remotely using Remote Deposit Capture is 999 per day.

b. The maximum dollar amount of checks that may be remotely deposited using Remote Deposit Capture is \$999,999/day and \$999,999 per calendar month unless the Bank notifies you of a different amount. Any notice to you changing the maximum dollar limitations shall be considered an amendment to this EULA and shall be incorporated by reference. We reserve the right to accept or deny each check on an individual basis regardless of limits disclosed.

c. Only checks drawn on US banks may be deposited using Remote Deposit Capture.

d. In the event of security breach, fraud attempt, or other emergency, we may reduce, or suspend your check deposit limit without prior notice. We may impose other limits in the future to protect your account from fraud. If any of these limits become permanent, we will notify you within 30 days.

**11. LIMITATIONS FOR CHECKS REMOTELY DEPOSITED—BUSINESS MOBILE REMOTE DEPOSIT CAPTURE** The following provisions apply to Park Bank Business Mobile Remote Deposit Capture.

a. The maximum number of checks that may be deposited remotely using Remote Deposit Capture is 999 per day.

b. The maximum dollar amount of checks that may be remotely deposited using Remote Deposit Capture is \$999,999/day and \$999,999 per calendar month unless the Bank notifies you of a different amount. Any notice to you changing the maximum dollar limitations shall be considered an amendment to this EULA and shall be incorporated by reference. We reserve the right to accept or deny each check on an individual basis regardless of limits disclosed.

c. Only checks drawn on US banks may be deposited using Remote Deposit Capture.

d. In the event of security breach, fraud attempt, or other emergency, we may reduce, or suspend your check deposit limit without prior notice. We may impose other limits in the future to protect your account from fraud. If any of these limits become permanent, we will notify you within 30 days.

e. Prior to allowing Business Mobile Remote Deposit Capture customers to utilize this service and on an ongoing basis thereafter, the Bank may request, but not necessarily require in all cases, that each Business Mobile Remote Deposit Capture customer may be subject to a background check (including a review of the customer's current activities), a review of the customer's creditworthiness, a site visitation and a review of the customer's plans with respect to Remote Deposit Capture. Such background check and credit review may include the customer's producing or Park Bank obtaining the following:

i. Two years of financial statements.

ii. Audit reports for the last three years.

iii. Bank statements and account analysis statements (if available) for the last year of the banking relationship.

iv. A description of the customer's business, the length of time in which the customer has been in business, past sales/service activities and the customer's current business outlook and future plans.

v. One or more of the following reports pertaining to the customer; Better Business Bureau inquiry report, Dun & Bradstreet report, credit FICO score or similar report.

f. Remote Deposit Capture use for individual users at a business must be approved by the Business Online Banking Administrator at the business.

## **12. CUTOFF TIME AND AVAILABILITY OF FUNDS**

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

### **The Park Bank Alerts Terms and Conditions**

**Alerts.** Your enrollment in The Park Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your account(s) with The Park Bank. Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time. The Park Bank reserves the right to terminate its Alerts Service at any time but we will notify you 21 days prior to cancelling any old alerts or the Alerts Service.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your message inbox with The Park Bank Online Banking. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in The Park Bank Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 608-278-2801. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** The Park Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside The Park Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert as Alerts potentially could be unavailable, inaccurate based on the time received and could be incomplete or truncated through the delivery channels in use. You agree to not hold The Park Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

## **The Park Bank Account to Account Transfer Terms of Service**

**1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and The Park Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

**2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between

your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

### **3. Definitions.**

a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

b. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

c. "Affiliates" are companies related by common ownership or control.

d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.

f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

g. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.

i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

**4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account

Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

## **5. Authorization and Processing.**

a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in Section 10 (Refused Transfers) below;

4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

**7. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**9. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer

Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**10. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**11. Returned Transfers.** In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

**12. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: The Park Bank, P.O. Box 8969, Madison, WI 53708-8969. We may also be reached at 608-278-2801 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

**13. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number

that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

**14. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

**15. Receipts and Transaction History.** You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail. Transactions conducted using the Account to Account Transfer Service will also be available for your review on your periodic account statement.

**16. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

**17. Eligibility.** The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law.

Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and

b. Transfers that violate any law, statute, ordinance or regulation; and

c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and

d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following

"money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and

g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**19. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**20. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the

Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

**21. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems,

to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

**a. Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

**b. Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither

termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

## **26. Errors, Questions, and Complaints.**

a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.

b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account

to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third-party sites to the Site.

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

**30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. We will provide you with 21 days' advance notice for changes that result in increased fees or charges, increased liability for you, discontinuance of certain services provided through the Service, or stricter limitations on account transfers. In all other cases, the revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

**31. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

**32. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate

certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

**33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

**34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

**35. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

**36. Law and Forum for Disputes.** Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

**37. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

**38. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

**39. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. 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.

**40. Exclusions of Warranties.** THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED

WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

**41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS

DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

#### ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Please read the following disclosure carefully because it tells you your rights and obligations for the transactions listed. This Electronic Fund Transfers disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E. For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included. You should keep this notice for future reference.

#### 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 of the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was made available 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 a hospital stay) kept you from telling us, we will extend the time periods.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call us at 608.278.2801 or 1.800.359.PARK (7275) 24 hours a day or write to us at 1801 Greenway Cross; PO Box 8969; Madison WI 53708-8969. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### TRANSFER TYPES, FREQUENCY, AND LIMITATIONS

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund 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 network. 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 returned 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 will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a pre-printed deposit or withdrawal slip. Thus, you should only provide your bank 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.

Examples of these transfers include:

Preauthorized credits. You may make arrangements for direct deposits, such as Social Security or payroll, to be accepted into your checking or savings account(s).

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).

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.

Electronic returned check charge. 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.

Types and limitations on ATM Transfers - You may access your account(s) by ATM, to:

make deposits to checking or savings account(s)

get cash withdrawals from checking or savings account(s)

transfer funds from savings to checking account(s)

transfer funds from checking to savings account(s)

Types and limitations on Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Some services may not be available at all terminals. For security reasons, daily limits apply to ATM withdrawals and point-of-sale transactions. In the event of security breach, fraud attempt, or other emergency, we may reduce, or suspend your ATM or debit card limit without prior notice. We may impose other limits on your debit card usage or on other types of electronic fund transfers in the future to protect your account from fraud.

Types of Park Bank At Your Service 24/7 Transfers - You may access your account by telephone 24 hours a day at 608.283.6868 using the PIN established at account opening, a touch tone phone, and your account numbers, to:

transfer funds from checking to checking or savings

transfer funds from savings to checking or savings

transfer funds from line of credit to checking or savings

make payment from checking or savings to a loan

Types of Online Banking Computer Transfers/Mobile Banking Transfers - You may access your account(s) by logging onto our website, through the browser on a supported mobile device or using the app on a supported mobile device to:

- transfer funds from checking to checking, savings, or loan account(s)
- transfer funds from savings to checking, savings, or loan account(s)
- transfer funds from line of credit to checking or savings
- deposit checks into a checking or savings account with a supported mobile device

Types of Bill Pay Transfers - You may access your account(s) by logging onto our website, through the browser on a supported mobile device or using the app on a supported mobile device to:

- Use Bill Pay online to add payees and make payments to individuals or companies to whom you want to send one-time or recurring payments from your checking account.
- Using Bill Pay online will also allow you to:
  - transfer funds externally to and from an account you have at other financial institution(s) using the account and routing number (Account-to-account or A2A transfers).
  - transfer funds externally to a person using either their mobile phone number, email address or their account and routing number (Person-to-person or P2P payments).
- Use Bill Pay to make payments to individuals or companies to whom you want to send one-time or recurring payments from your checking account with a supported mobile device once payees have been established.

For security reasons, daily or monthly limitations may apply to Telephone, Electronic Banking, and Bill Pay transactions. In addition, you may only add a new payee to Bill Pay within Online Banking. This feature is not currently available through Bill Pay on our mobile app.

Limitations on frequency of transfers.

- Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, online or mobile transfer or by check, draft, or similar order to third parties are limited to six (6) per statement cycle.
- Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, online or mobile transfer are limited to six (6) per statement cycle.

## FEES

### ATM & Debit Card Fees:

- Park Bank will not charge you to use a Park Bank debit card at an ATM.
- DEBIT CARD RUSH ORDERS: Same Day Production with Overnight Delivery - \$116. All rush requests must be submitted by noon central time.

You may also opt for an instant issue debit card in a branch at no extra charge.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Currency Conversion and Cross-Border Transaction Fees.** If you conduct a transaction with your debit card in a currency other than U.S.

Dollars, Visa® will convert the charge into a U.S. Dollar amount. The Visa® currency conversion procedure includes use of either a

Government-mandated exchange rate, or a wholesale exchange rate selected by Visa®. The exchange rate Visa® uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

In addition, you will be charged a Visa® Foreign Transaction Fee of 1.00% of the transaction amount for each transaction billed from a foreign country. This fee will appear as a separate transaction on your statement with the description "VISA Foreign Transaction Fee."

**Online Banking/Mobile Banking Fees and Charges.** There are no fees imposed by Park Bank for the use of online or mobile banking. **Bill Payment Fees and Charges.**

- There are no fees imposed by Park Bank for the use of standard Bill Payment services.
- Same Day Bill Payment: \$9.95
- Overnight Check Payment: \$14.95

**Wireless Carrier Fees.** Your wireless carrier may assess message fees, data rates, and other charges when you use your mobile phone. Please refer to your contract with your wireless provider for information about these fees.

**Other Fees:**

- There is no processing charge for direct deposits or pre-authorized payments.
- External Transfers should be conducted through the use of Bill Payment. If you opt to have Park Bank establish an External Transfer for you, an External Transfer Fee of \$10.00 per transfer will apply.

## DOCUMENTATION

- Terminal transfers. 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.
- Preauthorized 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 608.278.2801 or 1.800.359.PARK (7275) to find out whether or not the deposit has been made.
- Periodic statements. You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

- 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 is how: 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. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
- 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.)
- Liability for failure to stop payment of preauthorized 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.

## 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 you have an overdraft line and the transfer would go over the credit limit.
3. If the ATM 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.

## 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 your written permission.

## ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers. Call or write us at the telephone number or address listed in this brochure, 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 (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 a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

#### PARK BANK

1801 GREENWAY CROSS

PO BOX 8969

MADISON WI 53708-8969

Business Days: Monday through Friday, excluding Federal Holidays. Phone: 608.278.2801 or 1.800.359.PARK (7275) 24 hours a day.

#### VISA® DEBIT CARDS

Your Park Bank Visa® Debit Card allows you to conduct transactions on the Accel® 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® Rules, but will be protected under Federal Regulation E. For security reasons, there is a daily limit to Visa® debit card transactions.

Additional Limits on Liability for Visa® Debit Card transactions. Unless you have been negligent or have engaged in fraud, you will not be liable for unauthorized transactions

using your lost or stolen Visa® debit card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa® networks, or to transactions using your PIN which are not processed by Visa®. Visa® is a registered trademark of Visa International Service Association.

Visa® Account Updater is a service that will provide card number and expiration date updates to card-on-file merchants who maintain card records on their system, typically for recurring customer payments. This service provides a way for Park Bank to communicate the most recent and prior card information to Visa®.

**Advisory Against Illegal Use.** You agree not to use your debit card for illegal gambling or other illegal purposes. Display of a Visa® payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in the jurisdiction in which you may be located.

#### NOTICE OF USER PRECAUTIONS FOR ELECTRONIC TRANSACTIONS

1. For your own account security, it is your obligation to maintain up-to-date anti-malware, internet or network security and up-to-date software on all devices used to access Park Bank Electronic Banking applications.
2. Never provide your Electronic Banking login credentials to anyone. Be wary of email and phone scams. Park Bank will never ask you for your passwords.
3. Never deposit checks you've received from people you don't know or have not done business with.
4. Set up Account Alerts to monitor for suspicious transactions. You can do this through Online Banking for any account or for your checking account with a debit card using CardValet.
5. Prevent others from seeing you enter your PIN or Electronic Banking passwords in public by using your body to shield their view.
6. Don't lend your debit card to anyone. If you furnish your access device (debit card) and grant authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Do not provide details of your card information to anyone unless you have initiated the transaction. Park Bank and other legitimate businesses will never ask you to provide your account information through an email, telephone or text message request unless it is in response to a transaction you initiated.

7. Protect your debit and credit cards as though they were cash. If you lose your debit or credit card, or if it is stolen, please notify us immediately by calling 1-800-359-PARK.

8. Protect the secrecy of your PINs. Don't give anyone your debit card, credit card or Electronic Banking PINs over the telephone, in an email or in a text message. Park Bank will never ask you for your PINs. Don't write PINs where they can be easily discovered. For example, don't write your PIN on your card or keep a note of your PIN in your wallet or purse.

9. Never enter your PIN into any ATM that does not look genuine, has any loose-fitting or suspicious devices attached, has been modified, or is operating in a suspicious manner.

10. Don't accept assistance from anyone you don't know when using a card terminal, ATM or night deposit facility.

## **FUNDS AVAILABILITY POLICY**

### **Your Ability To Withdraw Funds**

This disclosure describes your ability to withdraw funds from your Park Bank checking account. The availability of funds deposited into an account may vary and is explained below. Once funds are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

### **Determining the Availability of a Deposit**

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The availability of your deposits varies depending on the type of deposit and is explained below.

### **Same Business Day Availability**

Cash and electronic direct deposits will be available on the day we receive the deposit.

### **Next Business Day Availability**

Funds from wire transfers and from check deposits that are payable to you and deposited in person to one of our employees (including with a Video Banker) are available on the first business day after the day of your deposit.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit or make the deposit using your mobile device), funds from these deposits will be available on the second business day after the day we receive your deposit.

### **ATM Deposit Availability**

Funds from an ATM deposit made before 2:30 PM on a business day will be available on the second business day after the day we receive your deposit, whether the deposit is cash or checks.

### **Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- ☐ We believe a check you deposit will not be paid.
- ☐ You deposit checks totaling more than \$6,725 on any one day.
- ☐ You redeposit a check that has been returned unpaid.
- ☐ You have overdrawn your account repeatedly in the last six months.
- ☐ There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

### **Special Rules for New Accounts**

If you are new to Park Bank, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). If your deposit of these checks (other than a U.S. Treasury check) is

not made in person to one of our employees, the funds will not be available until the second business day after the day of your deposit.

Funds from all other check deposits, including deposits with your mobile device, will be available the fourth business day after the day of your deposit.