

Consumer Online Banking Terms and Conditions Agreement

Last Amended Date: December 13, 2019

This Agreement describes your rights and obligations as a user of Investors Community Bank's Consumer Online Banking service, hereinafter referred to as "Service" or "Services". Each time you use Services, you are confirming your agreement to and understanding of the terms and conditions of this Agreement. Please read this Agreement carefully and keep it for future reference.

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

CONFIDENTIALITY OF PASSWORD

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

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

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

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

FEES

Investors Community Bank provides online banking Services free of charge at this time. This includes making transfers between your Investors Community Bank accounts, retrieving and reviewing account information, and making loan payments to Investors Community Bank accounts using funds from your deposit accounts.

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

MINIMUM SYSTEM REQUIREMENTS

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

Operating System:

Windows 7, 8.1, 10 Mac OS 10.8+ iOS 6+

Browser:

Microsoft Internet Explorer 11 +

Current version of Microsoft Edge, Google Chrome, Mozilla Firefox or Apple Safari

Security:

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

INTENDED USAGE

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

You may use this system:

1. To view and download balance and transaction information;
2. To transfer funds between accounts at Investors Community Bank, such as checking and savings accounts;
3. To stop payments on checks;
4. To view statements and images of paid items and deposits;
5. To elect to receive eStatements;
6. To make loan payments for loans;

STOP PAYMENTS

The stop payment feature within the Services is only for stopping payments on checks that you have written or for stopping pre-authorized electronic drafts that are deducted from your account. Stop payment requests received through the Services will generally be processed within one to two Banking Days. We do not guarantee the ability to successfully stop a payment within the first 24 hours from the time of the request due to timing issues. Therefore, if your request is urgent, we recommend that you contact us directly via telephone or in

person. To be effective, a stop payment request must precisely identify the check number or the amount of the check. A stop payment request will remain in effect for six months and may be extended for an additional six-month period.

The stop payment feature within the Service CANNOT be used to cancel bill payments made using ICB's Bill Payment Service. To cancel a bill payment, please contact our Electronic Banking Department at 920-686-9998 or via email to service@icbk.com.

AUTHORIZATION FOR TRANSFERS

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

You are not permitted to transfer more than the available balance from accounts. You agree to have available and collected funds on deposit in the account funds are transferred from, in amounts sufficient to process the transfer as well as any other payment obligations to us. We reserve the right, without liability, to reject or reverse a transfer if you fail to comply with this requirement or any other terms of this Agreement.

EXTERNAL ACCOUNT TRANSFERS

Standard Transfer Transaction Cycles – funds are posted to the destination account before start-of-business on the third business day after the funds are withdrawn from the source account; Federal Reserve holidays and/or New York Stock Exchange (NYSE) holidays extend the transaction cycle for standard transactions.

Standard Transfer Transaction Cycles

Transfers Requested by 12am CST on:	Source account debited before start-of-business on:	Destination account credited before start-of-business on:
Monday	Tuesday	Thursday
Tuesday	Wednesday	Friday
Wednesday	Thursday	Monday
Thursday	Friday	Tuesday
Friday	Monday	Wednesday
Saturday	Monday	Wednesday
Sunday	Monday	Wednesday

Next-Day Transfer Transaction Cycles – inter-institution transfers in which both the debit and the credit of the transaction settle the next business day via ACH; the completion of a transfer, including the availability of funds in the destination account and access to transaction details depends on how quickly the financial institution updates their accounts after receiving funds transfer information.

Next-Day Transfer Transaction Cycles

Transfers Requested by 7pm CST on:	Source account debited before start-of-business on:	Destination account credited before start-of-business on:
Monday	Tuesday	Tuesday
Tuesday	Wednesday	Wednesday
Wednesday	Thursday	Thursday
Thursday	Friday	Friday
Friday	Monday	Monday
Saturday	Tuesday	Tuesday
Sunday	Tuesday	Tuesday

Service limits for external account transfers are listed below.

Service Limits	Limit Type	Inbound Limit	Outbound Limit
Standard Transfers	Transaction	\$5,000.00	\$5,000.00
	Daily	\$5,000.00	\$5,000.00
	Outstanding	\$5,000.00	\$5,000.00
	Monthly (rolling 30 day period)	\$10,000.00	\$10,000.00
Next-Day Transfers	Transaction	\$5,000.00	\$5,000.00
	Daily	\$5,000.00	\$5,000.00
	Outstanding	\$5,000.00	\$5,000.00
	Monthly (rolling 30 day period)	\$10,000.00	\$10,000.00

ACCOUNT ACCESS

If you fail to log in three (3) consecutive times the system will lock you out for thirty (30) minutes. If you fail to log in after 365 days, we may terminate your access.

The Services are available to you for your convenience 24 hours a day, 7 days per week. However, due to system maintenance, some

or all the Services may be down.

BUSINESS DAYS AND CUT-OFF TIMES

Every day is a business day, except Saturdays, Sundays and federal holidays. Transfers made before 8pm CST will be processed on the current business day. Transfers made after 8pm CST will process on the next business day.

FUNDS AVAILABILITY

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

ALERTS

Your enrollment in Service includes enrollment to receive transaction alerts and notifications "Alerts". Alerts are electronic notices from us that contain transactional information about your Investors Community Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts:** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts. Investors Community Bank does not currently have Mandatory Alerts.
- **Account Alerts:** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts:** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Investors Community Bank Online Banking and Alerts menu within Investors Community Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Investors Community Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

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 Service alert message in-box. 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 31727 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 Service Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 31727. In case of questions please contact customer service at 920-645-6191. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Investors Community 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 Investors Community Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Investors Community 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.

YOUR LIABILITY

Contact us immediately if you believe your Password has been compromised. You could lose all the money in your account. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Password without your permission.

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

If your monthly account statement contains transfers that you did not authorize including those by card, code or other means, you must tell us at once. If you do not tell us within 60 days after the statement was sent to you, you may lose any amount transferred without your authorization after the 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 extend the period.

ADDRESS AND TELEPHONE NUMBER

In case of errors or questions about your electronic transfers or if you believe that your Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call (920) 645-6191, email service@investorscommunitybank.com, or write to Electronic Banking, Investors Community Bank, PO Box 700, Manitowoc, WI 54221.

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

problem or error appeared.

In all correspondence please:

1. Include your name and account number;
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
3. Provide the dollar amount of the suspected error.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

BILL PAYMENT SERVICES

Bill Payment is offered as a convenience and a privilege to our customers. For complete terms and conditions of our Bill Payment Service, [click here](#).

OUR LIABILITY AND DISCLAIMER OF WARRANTIES

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

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

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

1. Through no fault of ours, you do not have enough money in your account to make the transfer; or
2. The transfer would go over the limit on your credit line; or
3. The funds in your account were attached or the transfer cannot be made because of legal restrictions affecting your account; or
4. The terminal/system was not working properly, and you knew about the breakdown when you started the transfer; or
5. The transfer or payment information supplied to us by you is incorrect, incomplete, or untimely;
6. You have not properly followed the instructions for using the Services; or
7. If you or anyone authorized by you commits any fraud or violates any law or regulation; or
8. Circumstances beyond our control prevented the transfer, despite reasonable precautions that we have taken.
9. There may be other exceptions stated in our account agreements and/or loan agreements with you.

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

TERMINATION

Investors Community Bank may terminate the Services at any time. We have no obligation to give you advance notice of the termination.

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

eSTATEMENTS

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

GOVERNING LAW

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State of Wisconsin notwithstanding any conflict-of-laws doctrines of such state of other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Wisconsin.

AGREEMENT

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

AMENDMENTS

We may amend this Agreement from time to time. The Last Amended Date will be indicated within this Agreement. It is your sole responsibility to review this Agreement and any subsequent amendments to this Agreement prior to logging in.

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