

## Electronic Fund Transfer Disclosure

This disclosure governs the use of electronic fund transfer (EFT) services we offer to consumers. By opening an account and using an electronic fund service, you agree to follow the rules and regulations that apply to that service. The rules and regulations apply to all persons who have access to a consumer account. Every person who can use the account is responsible for use of any automated teller machine access device (Card), personal identification number (PIN), Access Code, or User Name and Password.

Transactions and accounts governed by this disclosure are subject to applicable Federal and Wisconsin laws and regulations and any other rule or agreement governing or referring to the transactions or accounts, including but not limited to this Disclosure, VISA CheckCard Rules, Funds Availability Rules, Depository Agreements, Electronic Services Agreement and the Operating Rules of the National Automated Clearing House Association (N.A.C.H.A.).

This disclosure statement applies if:

1. You are receiving direct deposits to your checking or savings account(s);
2. You have arranged to have regular payments made out of your checking or savings account to a third party;
3. You periodically request telephone transfers from your account(s), either via live operator or Exchange Line;
4. You have access to your checking or savings account(s) via an automated teller machine (ATM), VISA CheckCard or point-of-sale system;
5. You have access to your account(s) via Exchange Line, our automated telephone banking service; or Exchange OnLine, our Internet banking product;
6. You make a purchase or pay a bill using a check that is converted (Electronic Check Conversion) by the payee into an electronic fund transfer. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Transactions governed by this disclosure are subject to charges as defined in the applicable fee schedules. A description of each transaction governed by this disclosure is provided on your monthly statement. In addition you can get a receipt at the time you access your account using one of our ATMs or point-of-sale terminals.

### Business Days

For purposes of these disclosures our business days are Monday through Friday, excluding holidays.

### Acceptable Card Transactions and Limitations

Depending on which type of account(s) you have arranged to associate with your ATM Card or VISA CheckCard, you may use your Card and/or PIN to:

1. Withdraw cash from your checking or savings account(s);
2. Transfer funds between your checking and savings account(s);
3. Pay for purchases from your checking account at locations that have agreed to accept the Card;
4. Make loan payments to us;
5. Purchase non-cash items dispensed out of an ATM;
6. Determine your designated checking and savings account balances.

Your ability to perform the transactions above depends on the availability of funds and the location and type of ATM you are using and the EFT network through which the transaction is being performed. A specific ATM or EFT network may not perform or permit all of the above transactions.

For security reasons there are limits on the number and amount of transfers you may make using ATM Terminals or purchases. Terminals or terminal operators may have other limits on the amount of withdrawals.

Consumer Card Limits	ATM	POS Purchase	Cash Advance	Merchant Purchases
ATM Card	\$510 or 5 transactions	\$500 or 5 transactions*	N/A	N/A
Visa CheckCard	\$510 or 5 transactions	\$2500 or 20 transactions	\$500 or 5 transactions	\$2500 or 20 transactions
HSA Visa debit card**	\$510 or 5 transactions	\$2,500 or 20 transactions	\$500 or 5 transactions	\$2500 or 20 transactions

**ATM:** Removing cash from an account at an ATM (PIN required).

**POS Purchase** (Point of Sale): When use of your PIN is required.

\* Only available with ATM Card if linked to a checking account.

**Cash Advance:** Only available at financial institutions that offer MasterCard/Visa cash advances. (No PIN required – Signature Transaction)

**Merchant Purchases:** Through any business/store that accepts MasterCard/Visa. (No PIN required – Signature Transaction)

### \*\* HSA Information

- Debit Card is intended to be used by the HSA owner to pay for qualifying medical expenses only.
- All debits will be reported to the Internal Revenue Service as "normal" distributions at year end.
- Remember to keep all receipts for tax accounting purposes at the end of the year.

### See our Electronic Services Agreement for Limitations related to Exchange OnLine and Remote Deposit Service transactions.

By retaining a National Exchange Bank & Trust ATM Card or VISA CheckCard, you agree:

1. The Card remains our property and will be surrendered immediately to us upon request;
2. We may cancel your Card at any time without notice;
3. To notify us promptly in writing of the loss of your Card (See Liability herein);
4. We have the right to refuse a transaction on your account when your Card has been reported lost or stolen or when we believe there is unusual activity on your account;
5. If you use your Card to access an account that is no longer available to complete a transaction, we may, at our discretion, charge or credit another account for the transaction;
6. We are not liable for any personal injury or tangible property damage suffered or incurred by you through use or attempted use of the Card at any terminal;
7. To abide by the rules and regulations of the bank relating to the use of your card;
8. To the transaction limits;
9. Your Card must not be used for any unlawful purpose under applicable law, including, but not limited to, "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006. You agree to take steps to ensure each Cardholder will not use his or her Card for any transaction that is illegal under the laws governing your Account. In addition, the Bank reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transactions record or otherwise engaged in such business.

### ATM Payments

Neither a terminal operator nor we will be liable to you if a transaction is not completed and you have violated any stated rule.

### Authorization to Debit or Credit Account

Each time your Card is properly used you authorize us to debit or credit your account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by the use of the Card, whether or not signed by you, and we are permitted to handle such sales

drafts, orders and vouchers in the same way we handle authorized checks drawn on your account. We do not authorize and pay overdrafts for ATM transactions and everyday debit card transactions unless you ask us to.

### Multiple Party Accounts

Each person who is party to a joint account appoints each other as attorney with the power to appoint one or more agents with power to use the Card to make withdrawals from such account.

### Telephone Transfer Service

You can telephone to transfer available funds between your checking, savings, and money market accounts, subject to the withdrawal and transfer limits applicable on savings and money market accounts. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

### Acceptable Exchange Line Transactions

Depending upon the account(s) you have with us and the way they are titled, using your PIN you may use Exchange Line to:

1. Transfer available funds between your checking, savings, money market or loan account(s);
2. Receive deposit account information, including the account balance and identification of withdrawals and deposits;
3. Determine the current interest paid to date and the previous year's interest paid on your account(s);
4. Receive information about your loan account(s).
5. Change PIN for ATM, CheckCard or Exchange Line access.

### UNAUTHORIZED USE

#### Personal Identification Numbers (PIN)

We will issue to you a PIN to access your account(s) using an ATM Card and Exchange Line. You may receive more than one security device, depending upon the number of services you have requested, and the level of security required in connection with a service.

You are responsible for any transaction you make with your Card or PIN. You are responsible for any request or transaction made by someone else to whom you have given your Card or PIN until you notify us that the person no longer has your permission to use them and we have been given a reasonable opportunity to act on the notification.

You shall be obligated to us for the amount of any money, property or services obtained by authorized use of the Card, to the extent that we are unable to charge such amount to the account designated by you and you authorize us to charge the amount of any such obligation to any other account(s) with us of any authorized user of the Card.

Upon receiving the security device, you agree to:

1. Not give the PIN to anyone other than those whom you wish to have access to your account. If anyone uses your security device with your permission, you will be responsible for the charges made to the account.
2. Safely keep the security device. Do not record the PIN or otherwise disclose or make them available to anyone other than an authorized user. We are authorized to provide information relating to your accounts to anyone accessing the accounts with the correct security device.
3. Tell us AT ONCE if you believe that your Card or PIN is lost or stolen.
4. Change your PIN from time to time.
5. Maintain the security device in accordance with these instructions.

#### Liability

Telephone us AT ONCE if you believe that your ATM Card, CheckCard, CheckCard PIN, PIN for Exchange Line or User Name and/or Password for Exchange OnLine is lost or stolen or someone has transferred money or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account (plus your maximum related line of credit providing overdraft protection, if any).

If you tell us within two business days after you learn of the loss or theft of your Card, PIN or User Name and Password, you can lose no more than \$50 if someone uses them without your permission.

You are not subject to the two business day requirement for unauthorized purchases of goods or services made with your VISA CheckCard. However, if we can show you knew of the loss of your VISA CheckCard or PIN and did not notify us and we can prove we could have stopped the unauthorized transactions if you had told us, you may be liable for all or part of the loss.

If you DO NOT tell us within two business days after you learn of the loss or theft of your Card, PIN, User Name or Password and we can prove we could have stopped the unauthorized transactions if you had told us, you could lose as much as \$500.

Also, if your statement shows a transaction you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or transmitted to you, you may be liable for the amount(s) involved in the transaction(s) after the 60 days if we can prove that we could have prevented the transaction 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 may extend the time periods.

#### Address and Telephone Number

Contact us immediately if you believe your Card, PIN or User Name and Password for Exchange OnLine is lost or stolen.

National Exchange Bank & Trust  
ATTN: Fraud Department  
P. O. Box 988  
Fond du Lac, WI 54936-0988  
Telephone: (920) 921-7700  
FAX: (920) 906-6996

To report a lost or stolen VISA CheckCard after our regular business hours, please call 1-800-236-2442.

### PREAUTHORIZED WITHDRAWALS

#### Right to Stop a Preauthorized Withdrawal and Procedure for Doing So

You can stop any regular payment taken out of your accounts that you have preauthorized with us. Please contact us at the telephone number or address provided in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call or send an email message, we may require you to put your request in writing and get it to us within 14 days after you communicate with us. The Bank requires your name and the account number associated with the transfer, and the exact name of the payee, the exact payment amount, and the scheduled transfer date. 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. Failure to provide correct and complete information may make it impossible for the Bank to stop payment of the preauthorized electronic fund transfer. You agree to indemnify and hold the Bank and its officers, directors, employees, consultants and agents harmless from and against any loss incurred by the Bank as a result of the Bank's paying an electronic fund transfer if any of the information relied upon in the stop payment order is incorrect or incomplete (or as a result of the Bank's not paying a preauthorized electronic fund transfer for which a valid stop payment order is in effect). If the Bank pays a preauthorized electronic fund transfer over a valid stop payment order, the Bank may require you to provide it with an affidavit describing in detail the dispute. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages to the extent provided by law. You may be charged the current stop payment fee for each stop payment order you give us.

#### Overdrafts/Credit Account

Each withdrawal or transfer from an account is an order to us to pay from that account at that time, which we may charge against the account even though the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with the applicable fees. If the account is maintained in connection with a Personal Line of Credit, any overdraft will be made in accordance with the Personal

Line of Credit Rules governing the account rather than this Disclosure. If the account is maintained in connection with our Overdraft Privilege program, any overdraft will be handled in accordance with the Overdraft Privilege Policy in addition to this Disclosure. The time required to charge or credit your account after you use your ATM/VISA CheckCard will depend on the location of the terminal and the type of transaction.

#### **Disclosure of Charges**

You are responsible for the charges, if any, ordinarily associated with your account or electronic transfer service, such as maintenance and/or check and withdrawal charges, as described in the fee schedules which may be amended from time to time. We may automatically deduct these fees from your account or a related account even if they create an overdraft. A surcharge may be imposed on an ATM transaction, whether the ATM is owned by us or not.

Unless the account rules specify otherwise, any automatic withdrawal or withdrawal through Exchange Line or Exchange OnLine will be subject to any charge which would be imposed upon a non-electronic withdrawal.

#### **Notification of Change (NOC)**

We reserve the right to pass on to you any charges we may incur associated with your failure to notify us of any changes required to properly complete an automated clearing house (ACH) transfer initiated by you.

#### **CREDITS/ADJUSTMENTS**

##### **Credit Transfers**

Credit transfers executed through an automated clearinghouse association are provisional on the settlement date. We, along with any other banks processing such transfers, may rely on the number in the payment order that identifies the beneficiary even if it identifies a party different from the party named as beneficiary. If, in connection with a direct deposit plan, we deposit any amount to your account that should have been returned to the U.S. Treasury or other payor, you authorize us to deduct such amount from any of your accounts at any time without prior notice. We may also use any other legal remedy to recover such amount.

##### **Goods or Services Purchased**

We are not responsible for the refusal of any person to honor your Card. If a merchant accepts your ATM or VISA CheckCard in payment of goods or services, and you receive credit for goods returned or adjustments, such party will send us a credit entry. We will apply the credit entry to your account. We will not make cash refunds to you on purchases made with your Card.

##### **Foreign Transactions**

If your Card is used to effect a transaction in a foreign currency, the transaction will be converted to U.S. dollars by VISA International. VISA converts foreign currency to U.S. dollars using either the government-mandated exchange rate or the wholesale exchange rate in effect one day before the date of the conversion, as applicable. A separate fee of 1% is charged if the conversion is made in connection with a charge to an account and subtracted if the conversion is made in connection with a credit to an account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the account. You agree to pay charges and accept credits for the converted transaction amounts in accordance with these terms.

##### **Right to Stop Payment**

You are not permitted to stop payment on any purchase or withdrawal originated by use of the Card, and we have no obligation to honor any such stop payment request by you.

##### **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 (920) 921-7700 or the Exchange Line at 1-800-707-2265 (BANK) to find out whether or not the deposit has been made.

#### **RECORDS**

##### **Terminal Transfers**

You may get a receipt at the time you make any transfer to or from your account using a terminal.

##### **Periodic Statements**

You will get a monthly account statement, unless the only type of electronic transfer that you receive is a preauthorized deposit to your savings account, or you have agreed to a different statement cycle. Your regular monthly account statement will reflect each transaction, transfer, purchase and cash withdrawal charged to your account, and each credit applied to your account during the monthly account cycle and the related fee, if any. You will get a quarterly statement if there are no transactions in a particular cycle.

##### **Passbook Accounts**

The only possible electronic funds transfer allowed with a passbook account is a preauthorized credit. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought your passbook in.

##### **Disclosure of Information to Third Parties**

We may disclose information about you, your account, or transactions on your account:

1. If it is necessary for completing applications, transactions and transfers authorized by you;
2. To verify the existence and condition of your account for a non-affiliated third party, such as a credit bureau or merchant;
3. To comply with a government agency or court order or with the request of a federal regulation;
4. You request or authorize that the information be revealed;
5. The disclosure is otherwise lawfully permitted or required.

#### **LIABILITY FOR FAILURE TO MAKE PAYMENTS AND TRANSFERS**

If we do not complete a payment or transfer to or from your account, or in the correct amount according to our agreement with you, we may 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 our own, your account does not have enough funds to make the payment or transfer.
2. If the payment or transfer would exceed the credit limit on your related line of credit (Personal Line of Credit), if any.
3. If circumstances beyond our control (such as fire, flood, power failure, etc.) prevent the payment or transfer, despite reasonable precautions we have taken.
4. If you attempt a transaction without use of the Card and insertion of the correct PIN, furnished by us.
5. If you attempt a transaction in connection with a closed account, or you have money in your account but the funds are uncollected or subject to legal process or other encumbrance.
6. If the terminal where you are making the withdrawal does not have enough cash.
7. If the terminal, transfer system, your equipment or communications link is not working properly and you knew about the breakdown when you attempted to make the transfer or, in the case of an automatic or recurring payment or transfer, at the time such payment or transfer should have occurred.
8. If the Payee mishandles or delays posting a payment or refuses or is unable to accept a payment.
9. If the transaction is not initiated in time for us to complete it as agreed, as otherwise provided in our agreements with you, or by federal regulation.
10. If incomplete or inaccurate information is forwarded by the U.S. Treasury or through an automated clearinghouse.
11. For any computer failure or acts or delays by any carrier, agent, or other third party operating between us and you, or any other cause beyond our control.
12. If your subscription to the service has been terminated for any reason.

13. If you have not provided the service with the correct name, address, or account information for the Payee.

There may be other exceptions stated in our agreement with you or provided by law.

In the event none of these circumstances are applicable, if our service causes an incorrect amount of funds to be removed from your account, or causes funds from your account to be directed to an improper person, we shall be responsible for returning the improperly transferred funds to your account and for directing any previously misdirected payments or transfers to the proper Payee.

OUR RESPONSIBILITIES FOR LATE CHARGES AND INCORRECT OR MISDIRECTED TRANSFERS OR PAYMENTS SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. 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 ANY WAY OUT OF THE USE OF THE SOFTWARE OR SERVICES.

### **ERROR RESOLUTION**

In Case of Errors or Questions About Your Electronic Fund Transfers telephone us at 920-921-7700 or write us at: Attn: Fraud Department, National Exchange Bank & Trust, P.O. Box 988, Fond du Lac, WI 54936-0988, 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 send you the FIRST statement in which the problem or error appeared.

1. Tell us 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 in error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally we may require that you send your complaint in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will credit your account within 10 business days (five business days for a VISA CheckCard point-of-sale transaction) 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.

The 10 day periods in the preceding paragraph may be extended to 20 business days if the error involves a transfer to or from the account within 30 days after the first deposit to the account was made.

If the error involves an electronic transfer from your account to buy goods or services direct from a merchant, a transfer initiated outside of the United States or a transfer that occurred within 30 days after the first deposit to the account was made, the 45 day time period to investigate your complaint or question will be 90 days.

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 documents that we used in our investigation.

### **MISCELLANEOUS EXCHANGE LINE RULES**

1. Accounts involved in a preauthorized transfer may be solely owned and/or jointly held, i.e., both accounts must share one common account holder. However, at our discretion, we may accept an authorization to provide online access and transfer funds to or from accounts other than solely owned or jointly held.

2. We shall have no duty to verify the identity of a person using a valid access code to transfer funds or obtain information.
3. You agree that anyone with an ownership interest in or acting in a Fiduciary capacity on your account may access your account.
4. You agree to indemnify and hold us harmless against any claims, demands, costs or expenses, including reasonable attorney's fees, resulting from or arising out of the service, except as otherwise prohibited by law.
5. Transfer requests will be accepted at any time provided all systems are operational. The transfer will be posted on a business day during regular processing hours.

### **AMENDMENTS/TERMINATIONS**

#### **Amendments**

We may amend this disclosure at any time, subject to applicable requirements of law regarding prior notice. Any changes will be effective upon the date indicated in the notice. Any use of the accounts after we send you a communication with a notice of change will constitute your agreement to such change.

#### **Termination**

Any one person who is authorized to use the accounts accessible with the Card and/or PIN may contact us at the address or telephone number printed in this Disclosure to terminate the service. We may terminate your privilege of using an ATM Card, VISA CheckCard or PIN and may withhold approval of any transaction at any time. If your Card is inactive for the six-month period prior to expiration, a replacement Card may not be renewed. The Card is our property and shall be surrendered by you upon request and regardless of who terminates the Card privileges. Termination shall not affect the rights and obligations of the parties for transactions made with the Card and PIN before the privileges are terminated.