

## **BANK OF LUXEMBURG ONLINE BANKING AND BILL PAY AGREEMENT**

This agreement states the terms and conditions that apply when you use Bank of Luxemburg's Online Banking and Bank of Luxemburg's Bill Pay Services. These terms and conditions are in addition to those that apply to any accounts you have with Bank of Luxemburg or any other services you obtain from Bank of Luxemburg. You must also follow all of the instructions and procedures applicable to the services covered by this agreement for Bank of Luxemburg.

"You" and "your" mean each person who establishes an Online Banking Customer Account with Bank of Luxemburg or who uses or is authorized to use an Online Banking identification number and password or other means of access Bank of Luxemburg establishes or approves. The term "Online Banking" or "Internet Banking" means Bank of Luxemburg services allow you to make payments, transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal device that Bank of Luxemburg authorizes or allows.

### **Username and Password**

Anyone to whom you give your Online Banking identification password or other means of access, such as your multi-factor code, will have full access to your accounts even if you attempt to limit that person's authority. It is advised that only you have knowledge of these credentials.

### **Online Funding Account**

You may not designate any account that requires more than one signature for withdrawals. You must be the owner of this account.

### **Online Banking Transactions**

You, or someone you have authorized by giving them your username and password or other means of access (even if that person exceeds your authority), can instruct Bank of Luxemburg to perform the following online banking transactions:

- Make Funds Transfers between your qualifying accounts to the extent authorized\*
- Obtain information that Bank of Luxemburg makes available about your qualifying accounts
- Obtain other services or perform other transactions that Bank of Luxemburg authorizes

\*Funds Transfers from your Accounts will be processed on the date for which you schedule such transfers, if you do so before the transfer cutoff time. The transfer cut off time can be found under the Transfers/Bill Pay tab by selecting Deposit Transfer or Loan Transfer. If you schedule a Funds Transfer after the cutoff time, we will process the transfer on the next Business Day. For purposes of this Agreement, a "Business Day" shall mean every day except Saturdays, Sundays and federal holidays in which the Bank is closed. If the date for which you schedule a transfer falls on a day that is not a Business Day, we will process your transfer the next Business Day.

### **Limits on Online Banking Transactions**

You must have enough available money or credit in any account from which you instruct Bank of Luxemburg to make a payment or transfer. You also agree to the "Terms & Conditions of Your Deposit Account" that you received when you opened your deposit account for any additional fees or restrictions that may apply to your

account transaction limitations. You can request another one of these at the time you fill out your Online Banking Application.

### **Bank of Luxemburg's Liability for Failure to Complete Payments or Transfers**

If Bank of Luxemburg does not complete a payment or transfer on time or in the correct amount according to the agreement you have with Bank of Luxemburg, then Bank of Luxemburg will be liable for your losses and damages. However, there are exceptions. Bank of Luxemburg will NOT be liable for instance:

1. If, through no fault of Bank of Luxemburg, you do not have enough available money in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if Bank of Luxemburg reverses a payment or transfer because of insufficient funds.
2. If any payment or transfer would go over the credit limit of any account.
3. If your equipment or Bank of Luxemburg was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
4. If you have not given Bank of Luxemburg complete, correct or current account numbers or other identifying information so that Bank of Luxemburg can properly credit your account or otherwise complete the transaction.
5. If you do not properly follow Bank of Luxemburg instructions or if you provide Bank of Luxemburg with wrong or inaccurate information or fail to correct or tell Bank of Luxemburg about any inaccuracy of which you are aware.
6. If you do not instruct Bank of Luxemburg soon enough for your payment or transfer to be received and credited by the time it is due.
7. If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim restricts the transaction.
8. If circumstances or persons beyond the control of Bank of Luxemburg prevent, delay, intercept or alter the transaction, despite reasonable precautions that Bank of Luxemburg has taken with your online banking profile. You may choose to establish alerts for some transfers you create in some circumstances, alerts will notify you when a transfer may have occurred.

### **Business Days**

Bank of Luxemburg's Online Banking service is generally available 24 hours a day, 7 days a week. However, Bank of Luxemburg only processes transactions and updates information on business days. Online Banking may be unavailable at certain times when computer systems require upgrades, maintenance or major events occur such as: earthquakes, fires, floods, tornados, computer failures, interruptions in telephone service, or electrical outages. We will make all reasonable efforts to ensure the availability of Online Banking. However, we are in no way liable for the unavailability of all or any portion of Online Banking.

### **Statements**

Your Online Banking payments and transfers will be indicated on the monthly or quarterly statements Bank of Luxemburg provides or makes accessible to you for the Online Banking Funding Account. You agree to notify Bank of Luxemburg promptly if you change your address or if you believe there are any errors on unauthorized transactions on any statement, or statement information. You have the ability to log into your online banking account and send Bank of Luxemburg a secure message with change of address information or unauthorized transactions information to be reviewed.

## Consumer Liability

You agree to the terms of this account & the schedule of charges that may be imposed. You authorize Bank of Luxemburg to deduct these charges as accrued directly from the account balance. You are liable for all transactions that you or anyone you have authorized, even if the person you authorize exceeds your authority. The Bank is entitled to act upon instructions received through any Online Banking Service under your username and password and without inquiring into the identity of the person using the username and password. However, you agree that you will not, under any circumstances, disclose your username, password and authenticating security code by telephone or any other means to any person. You acknowledge that no person from the Bank will ever ask for your username and password, that Bank employees do not need and should not ask for your password or authenticating security code. You agree never to provide your username, password or authenticating security code to anyone, including anyone claiming to represent the Bank. You are liable for all transactions made or authorized using your username and password. The Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction.

You agree that if you give your username, password or authenticating security code to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your username and password will have access to your accounts. You agree to notify the Bank immediately in the event your username and password is lost or stolen or is otherwise compromised. At any time, you may ask the Bank to disable your username, password and/or device associated with your online banking profile. You also have the ability to change your username and/or password within your online profile if you feel either may have been compromised. You will be required to change your password at least annually.

You hereby indemnify and release the Bank from any and all liability and agree not to make any claim against the Bank or bring any action against the Bank honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your username and password to that person. You agree to reimburse the Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of the Bank's honoring or allowing transactions on the account where the username and password was used. The limitations of liability set forth in this Agreement are subject to, and limited by any state or federal law to the contrary.

If you believe your Online Banking username and password or other means of access have been lost or stolen or that someone has used them without your authorization, write Bank of Luxemburg at 630 Main Street, Luxemburg, WI 54217 or call Bank of Luxemburg immediately at 920-845-2345 during normal business hours. After hours you may email Bank of Luxemburg at [deposits@bankoflux.com](mailto:deposits@bankoflux.com). A bank representative will contact you upon your notification during normal business hours. Because email is not secure from being read by anyone, do not include any of your account or Social Security numbers within your email. Bank of Luxemburg will need your name, address, and brief message as to the situation included in the email notification. Promptly contacting Bank of Luxemburg is the best way to reduce your possible losses; however, Bank of Luxemburg must still be notified in writing. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn the loss or theft of your Online Banking Access you can lose no more than fifty dollars (\$50) if someone used your Online Banking Access without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Online Banking Access and the Bank of Luxemburg can prove we could have stopped someone from using your Online Banking Access without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500). In addition, if your statement shows transfers you did not initiate through

the use of Bank of Luxemburg Online Banking inform us at once. If you do not contact the Bank of Luxemburg within sixty (60) days after the statement was submitted to you, you may not receive any money you lost after the sixty (60) days, and therefore you may not get any money back in your account (plus your maximum overdraft line of credit, if applicable) if the Bank of Luxemburg 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 providing notice, we will extend the time periods.

### **Error Resolution Notice**

In Case of Errors or Questions about Your Electronic Transfers, including Bill Pay, write Bank of Luxemburg at 630 Main Street, Luxemburg, WI 54217 or call Bank of Luxemburg immediately at 920-845-2345 during normal business hours. After hours you may email Bank of Luxemburg at [deposits@bankoflux.com](mailto:deposits@bankoflux.com). Notification should be made as soon as possible 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. Please be prepared to provide the following:

- Your name and account number.
- 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.
- The dollar amount of the suspected error.

If the suspected error relates to a bill payment made via the Online Banking service, tell Bank of Luxemburg the account number used to pay the bill, payee name, the date the payment was sent, payment amount and the payee account number for the payment in question.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. You can log into your online banking and send Bank of Luxemburg a secure message with detailed information to be reviewed. 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.

### **Disclosure of Account Information**

The Bank of Luxemburg will disclosure information to third parties about your account or electronic funds transfers made to or from your account under the following circumstances:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s)
- To verify the existence and condition and condition of your account for a third part such as a credit bureau or merchant

- In order to comply with government agency or court orders
- If you provide us permission in a record or writing

### **Rights Regarding Preauthorized Transfers**

**Stop Payments-** If you have instructed the Bank of Luxemburg to make preauthorized transfers out of your account, you may stop any of the payments. The Bank of Luxemburg must receive your call or written request at least three business days prior to the scheduled payment. Please have your account number, the date of the transfer to take place, the payee of the transfer and the dollar amount. If you call the Bank of Luxemburg we will require you to put your request in writing and deliver to our bank within fourteen days after you place the order. Write to Bank of Luxemburg at 630 Main Street, Luxemburg, WI 54217 or call Bank of Luxemburg immediately at 920-845-2345 during normal business hours to place a stop payment order. Please refer to our separate Schedule of Fees for the amount we will charge you for each stop payment order you give.

**Notice of varying amounts -** If you have arranged for automatic periodic payments to be deducted from your deposit account and these payments 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.

### **Bill Pay Authorization and Agreement**

You authorize Bank of Luxemburg to post the payment transactions generated from the Bill Pay funding account you so indicate. You understand that you are in full control of your Bill Pay account. If at any time you decide to discontinue service, you will notify Bank of Luxemburg. You understand that you may incur monthly fees unless you have an applicable designated account relationships with Bank of Luxemburg. Any monthly fees associated with the Bill Pay Service will be charged to the primary funding account. Your use of the Bill Pay service signifies that you have read and accepted all the terms and conditions of the Online Account Agreement and Disclosure Statement.

Bank of Luxemburg will process payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time (3:00 p.m.) set by Bank of Luxemburg, which is currently displayed at the time you create a new bill payment. Bill Pay requests received after the business day cut off time or at any time on a non-business day will be processed on the next business day. Bank of Luxemburg reserves its right to change the cut-off time by giving you notice if it changes. You understand that payments may take up to seven (7) days to reach the payee and they will be sent either electronically or by check. You also understand that if payment is made by check, the payment will be deducted from your account when presented to your bank for debit clearing. The date presented by the merchant to your bank account may occur earlier and often later than the deliver by date selected for payment. Bank of Luxemburg is not liable for any service fees or late charges levied against you. You also understand that you are responsible for any loss or penalty that you may incur due to lack of sufficient funds, (NSF fee), or other conditions that may prevent the withdrawal of funds from your account. Once the Bill Pay payment has been submitted, you will be unable to place a stop payment on any electronic

payment order. You understand that you are responsible for the accurate address of the payees you create. Any payment that is undeliverable due to inaccurate information, will incur an additional fee due to special handling circumstances and will be deducted from your funding account. You will be responsible for updating the incorrect payee information or additional fees will occur upon future undeliverable payments. Notification of non-delivery will be sent via email to you and you will be responsible for creating a new payment request.

## **Limits**

### Consumer Bill Pay

Transaction Default Limit - \$3,000.00

Daily Default Limit - \$3,000.00

Expedited Payment (Electronic) - \$1,000.00

Expedited Payment (Overnight Check) - \$1,000.00

## **Fees**

The \$5.00 per month fee is waived with two or more active deposit or loan accounts (excluding safe deposit boxes and overdraft protection).

A \$25.00 fee for each item that is undeliverable due to inaccurate payee address information.

A \$25.00 fee for each expedited payment.

You must allow at least five (5) business days, prior to the due date, for each bill payment (one-time or recurring) to reach the merchant. It is the responsibility of the subscriber to schedule one-time and recurring payments. Due to circumstances beyond our control, some merchants take longer to post payments than others. We suggest sending your first payment seven (7) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each merchant.

## **Text Banking**

Text Banking provides the ability to send certain text message commands to obtain account balances or view account activity history concerning your eligible accounts. You must use the Mobile Banking Center within Online Banking to enroll in Text Banking. Enrollment requires identification of the users mobile phone number. The user will receive a SMS code for verification. Text Banking services may not be encrypted and may include personal or confidential information about you, such as your account activity or status. Message and data rates may apply. Customers will be allowed to opt out of this service at any time. Text C to 49794 to view a list of commands.

## **Change in Terms and Condition**

Bank of Luxemburg may change any of the Agreement at any time. If the change would result in increased fees for any system service, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, Bank of Luxemburg agrees to give you a notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or Bank of Luxemburg electronic fund transfer system. Bank of Luxemburg will post any required notice of the change in terms on Bank of Luxemburg's website or forward it to you by email or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or Bank of Luxemburg electronic fund transfer system, Bank of Luxemburg will

determine if notification is necessary. Your continued use of this service indicates your acceptance of the change in terms. Bank of Luxemburg reserves the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

### **Hardware and Software Requirements**

Your Online Services are supported by most modern browsers. For a list of supported browsers, go to [bankofluxemburg.com](http://bankofluxemburg.com) and click on the Services tab and select Online Services and Online Banking. The Online Banking System Requirements link is located under Online Banking. Your browser will need both JavaScript and cookies enabled to access and operate Online Services.

### **Computer Virus Information**

It is possible to contract a computer virus by using the Internet or materials downloaded from it. We attempt to keep our Site virus free, but we cannot assure you that the Site and any software or other information downloaded will be virus free. We are not responsible for any electronic virus related problems that may be associated with the use of Online Banking.

### **Termination of Online Banking**

If you cancel Online Banking, all future Bill Pay payments, Mobile Banking services, Text Banking, transfers, alerts, and electronic statements using Online Banking at the time you cancel your enrollment will be terminated. We reserve the right to terminate your use of Online Banking at any time and for any reason. If you request to cancel Online Banking, you must cancel all future Bill Pay payments and transfers using Online Banking at the time you cancel your enrollment. If you do not access your accounts via Online Banking for any consecutive six (6) month period, Bank of Luxemburg reserves the right to disconnect your service(s) without notice.