

# Online Banking Enrollment Form

TO BE COMPLETED INDIVIDUALLY ONLY

Yes, I would like to sign up for Online Banking!

\*\* = required field

\*\*Name:

\*\*Address:

\*\*City:

\*\*State:  \*\*Zip Code:

\*\*Home Phone: Area Code:  Number:

Business Phone: Area Code:  Number:

\*\*Email Address:

\*\*Social Security Number:

By signing below, I hereby authorize First National Bank at Darlington to issue a temporary password for my account(s) which I will be required to change the first time I log onto the system. I also acknowledge that I have read and agree to the terms stated in the First National Bank at Darlington the Consumer Internet Banking Agreement and Disclosures.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

## Consumer Internet Banking Agreement and Disclosures

FIRST NATIONAL BANK AT DARLINGTON  
245 Main Street  
P.O. Box 50  
Darlington, WI 53530-0050

1. Coverage. This Agreement applies to your use of our Internet Banking Service ("Internet Service"), which permits you to access your accounts with us via the Internet for services selected by you and agreed upon by us. This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms "you" and "your" refer to each depositor on an account accessible by Internet Service, and the terms "us," "we," and "our" refer to the Bank.

2. Enrollment/Application Forms. To establish Internet Service you will complete certain enrollment forms or other documents evidencing your desire to access your accounts using the Internet Service ("Enrollment Forms"). Your signature on your "Application For Online Banking" constitutes your agreement to the terms of this Agreement.

3. Your Responsibility. You are responsible for selecting all systems, hardware and your Internet Service provider and 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.

4. Access Codes. We will either issue to you, or you will be required to select one or more personal identification numbers, passwords, or other access codes ("PIN") to access services using Internet Service. The PIN has the same effect as your signature authorizing transactions. You agree to safely keep the PIN, not to record the PIN or otherwise disclose or make the PIN available to anyone other than authorized users of your accounts. Anyone to whom you disclose your PIN and anyone who has access to your PIN will have full access to the services you can perform on Internet Service, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your PIN with your permission, you will be responsible for any transactions performed by that person.

5. Customer Liability. Tell us at once if you believe your PIN has been lost, stolen or otherwise become available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. If you tell us within two business days, you can lose no more than \$50 if someone used your PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your PIN, and we can prove that we could have stopped someone from using your PIN without your permission, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days of the date we mail a periodic statement to you, you may not get any money you lost after the 60 days if we show that we could have stopped someone from taking the money if you would have told us in time.

6. Contact in Event of Unauthorized Transfer. If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call the Bank's Bookkeeping department at 608-776-4071 or write the Bank's Bookkeeping department at P.O. Box 50, Darlington, WI 53530-0050.

7. Business Days. Our business days are Monday through Friday. The following holidays are not included as business days: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veteran's Day, Thanksgiving and Christmas. We can process a fund transfer on the same business day as your instructions, if we receive your instructions before our Internet Service cut-off hour of **6:00**

p.m. on a business day. If we receive your instruction after the end of our business day, we process the transaction on our next business day.

8. Functions. Using your PIN and the Internet Service you can perform the following functions:

- Obtain your checking or savings balances
- Verify that a check has cleared
- Transfer funds
- Verify deposits and ATM transactions
- Inquire on loan balances
- Bill Pay

Subject to available funds, you may transfer funds through the Internet Service in any amount.

9. Overdrafts. When you schedule a funds transfer using the Internet Service, you authorize us to withdraw the necessary funds from your account with us. We deduct the amount of your funds transfer from your account on the date we process your instruction. Each instruction to us to withdraw or transfer from an account is an order to us to pay from that account at that time. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees.

10. Limitations on Transfers. Under federal regulations, you may make no more than six preauthorized electronic fund transfers and telephone transfers, including Internet Service transactions, checks and point-of-sale transactions per month from your **savings or money market deposit account**. Of these six transactions, you are limited to no more than three transactions per month by check, draft, debit card or similar order to third parties. Each fund transfer through Internet Service from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. (However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.)

11. Periodic Statements. Your Internet Service account activity will appear on your periodic account statement. If there are no transfers in a particular month, you will receive statements at least quarterly.

12. Our Liability For Failure to Make Transfers. If you have given us all of the proper and timely instructions and have properly completed all fields to complete a transfer and we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, subject to the limitations contained in this Agreement, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, your account does not contain sufficient collected funds to make the transfer.
- If the money in your account is subject to legal process or other encumbrances restricting the transfer.
- If a transfer system was not working properly and you knew about the breakdown when you started the transfer.
- If an act of God or circumstances beyond our control (such as fire or flood) prevent the transfer or use of Internet Service despite reasonable precautions that we have taken.

- If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse.
- If you have not properly followed the instructions for using the Internet Service.
- If your operating system is not properly installed or functioning properly.

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 the Internet Service, including, without limitation, your inability to access Internet Service or any part of Internet Service.

For a failure to provide access or for interruptions in access to the Internet Service due to Internet Service system failure.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS WILL BE TO CORRECT THE ERROR, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO INTERNET SERVICE.

### 13. Account Information Disclosure.

We will disclose information to third parties about your account or the transfers you make, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or other financial institution; in order to comply with court orders or other legal process; to comply with subpoenas, summonses, search warrants or requests from government agencies; to other companies affiliated with us; to others with your consent; and whenever required by law..

You agree that we may deliver our privacy notices and opt-out notices to you by making them available on our web site.

14. Termination. We may modify, suspend or terminate your privilege of using Internet Service and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Internet Service, we will try to notify you in advance but are not required to do so. Any one person who can use the account accessible with Internet Service may terminate Internet Service. Termination shall not affect the rights and obligations of the parties for transactions made with the Internet Service before we have had a reasonable time to respond to your termination request. We may convert your account to inactive status if you do not sign onto the Internet Service during any consecutive 180 day period. If your account is considered inactive, you must re-enroll for a new online account.

15. Third Parties. You understand that support and services relating to Internet Service are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

16. Amendment. We may amend this Agreement at any time. Notice will be sent to you at your current address in our files or, if available, to your email address. Amendments will be effective upon the date indicated in the notice.

17. General. This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, our Deposit Account

Rules. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail.

18. Fee Schedule. First National Bank at Darlington offers the benefits and convenience of Internet Banking services to you free of charge. Account research and stop payment charges will be assessed at the rates published in First National Bank at Darlington's Schedule of Service Fees. These fees are subject to change. First National Bank at Darlington will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

19. This agreement is governed by the laws of the State of Wisconsin and applicable federal law.

### **In Case of Errors or Questions About Your Electronic Transfers**

Telephone us at 608-776-4071 or write us at P.O. Box 50, Darlington, WI 53530-0050 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 you 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 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 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.

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.

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.

**I agree to the terms and conditions of this Agreement.**

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Signature / Date