

Forward Bank – Digital Banking

Terms & Conditions for Electronic Consent and Internet & Mobile Banking Account Access Agreement

The following is the Forward Bank Internet and Mobile Banking Account Access Agreement (including all Schedules, the "Master Agreement") between you and Forward Bank relating to your Internet access to your accounts with Forward Bank via computers, mobile devices, and any other device allowing Internet access. This document includes disclosures regarding your electronic consent to this Master Agreement and to the electronic delivery of other Legal Disclosures (as defined below). You should read this entire document.

In this Agreement, the words "Bank," "we," "us" or "our" mean Forward Bank and its successors or assigns. When we use the words "you" or "your" we mean each person who has an interest in an account or other relationship which is accessible through the Service and any person authorized to have such access. The "Service" means information, communication and transactions provided through Internet Banking on the Forward Bank Website, <https://www.forward.bank>, and Forward Bank's mobile device applications, including supplemental services, including but not limited to wire transfers, ACH, and bill pay.

If you are a business customer, that certain Business Online Banking Service Agreement shall be incorporated in its entirety with and into this Master Agreement. In the event of conflict, the Business Online Banking Service Agreement will govern.

PART ONE. E-SIGN CONSENT

THIS PROVISION CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO ELECTRONIC DELIVERY OF THIS MASTER AGREEMENT AND LEGAL DISCLOSURES (DEFINED BELOW). Please read this E-SIGN Consent carefully and print or retain a copy for your records.

Electronic Signature Terms and Consent. By clicking the "I Accept" button below, you consent:

(a) to the electronic delivery and receipt of information relating to your account(s) with us that you access using the Service, including this Master Agreement and other agreements related to the Service, including but not limited to the Schedules (defined below), amendments to such agreements, privacy disclosures, including the annual privacy notice, notices, reports, documents and any other communications and disclosures that we provide, and/or are required by applicable law or regulation to provide to you in writing, including the initial and other disclosures under the Electronic Funds Transfer Act, during the course of your account relationships with us (but this consent does not apply to your monthly periodic statements) ("Legal Disclosures");

(b) that you are able to electronically access this Master Agreement and are satisfied that you meet the hardware and software requirements listed below;

(c) that you have printed this Master Agreement at your discretion;

(d) that you agree to all of the terms of this Master Agreement governing your use of the Service; and

(e) that you are authorized to consent to all of these matters on behalf of all of the persons with access to your accounts.

We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications, and/or Legal Disclosures relating to the Service, in lieu of or in addition to electronic records at any time in our discretion.

Right of Consumers to Decline and/or Withdraw Consent For Electronic Disclosures. You may choose not to consent. If you do not electronically consent by clicking on "I Accept" below, or if you click the "I Decline" button below, you are indicating that you do not consent. If you do not consent, you will not be permitted to use the Service.

You have the right to withdraw your consent to receive Legal Disclosures electronically at any time. To withdraw your consent contact us in the manner provided in the following paragraph.

Withdrawing Consent and Receiving Paper Copies. If you withdraw your consent to receive electronic Legal Disclosures, you also terminate your right to use the Service. You may also request and receive a paper copy of the Legal Disclosures. You will not be required to pay a fee for your request for a paper copy. If you wish to withdraw your consent, request a paper copy of the Legal Disclosures, or make changes as to how we may contact you electronically (that is, to your e-mail address for receiving Legal Disclosures), please contact us as follows:

- By calling us at 715-387-1122 or 1-800-671-0942.
- By writing us at Forward Bank, ATTN: E-Services Dept., 1001 N Central Ave, Marshfield WI 54449
- By sending E-mail communication using the Message feature under the Options tab or using a general email addressed to info@forwardbank.com

Changing Your E-mail Address; Location and Delivery of Disclosures. We may make electronic Legal Disclosures and other electronic Service information available to you by posting them on our website, by including them in a statement, or by transmitting them to you at the e-mail address you have provided to us for that purpose. You must promptly notify us if your e-mail address changes, by contacting us at the telephone number, mail or e-mail address printed above, or by updating your email address in the Service by clicking Customer Information under the Options tab.

Hardware and Software Requirements. In order to access the Service and access and retain the Legal Disclosures and the other electronic service information you must have:

- A computer or similar device
- An Internet connection
- Microsoft® Internet Explorer® (versions 11.0 and above)
- Mozilla® Firefox® (versions 32.0 and above)
- Google Chrome™ (versions 38.0 and above)
- Safari® (version 7.1)
- A printer

In order to access the Mobile Banking Service, you must have:

- A mobile device
- Internet or data service
- Download our Mobile App from the Apple or Google Store.

This Consent Does Not Apply to Periodic Statements. Your consent applies to all communications from us relating to your accounts with us and remains in effect until you withdraw your consent; provided that this consent does not apply to electronic delivery of your account periodic statements unless you elect to receive your statements electronically by opting into the eStatement service after you have successfully logged on to the Service.

PART TWO. INTERNET AND MOBILE BANKING ACCOUNT ACCESS AGREEMENT

When you use our Service or you permit any other person to use our Service, you agree to the terms and conditions we have set out in this Master Agreement, including all applicable Schedules, and any instructional material we provide to you regarding the Service. This Master Agreement supplements other agreements between us, including, without limitation, your checking, savings, and other deposit account rules and agreements, as well as line of credit and loan agreements provided to you at the time you opened your accounts, as amended from time to time ("Account Opening Disclosures"). Except as otherwise provided in this Master Agreement, if there is a conflict between the provisions of this Master Agreement and the Account Opening Disclosures, this Master Agreement will control as to any conflict relating to the Service and access to your accounts via the Internet using a computer or mobile device. In the event of a conflict between the terms and conditions of this Master Agreement and disclosures provided electronically within the Service and relating to specific features of the Service, such as disclosures found in help screens or enrollment screens, the provisions relating to specific features of the Service, such as those in help screens and enrollment screens, will control. "Schedule" refers to separate schedules related to specific online and electronic services, incorporated as applicable with and into this Master Agreement. In the event of a conflict between the provisions of this Master Agreement and a Schedule, the Schedule will control as to any issue relating to the specific service.

1. Virus and Spyware Protection

(a) Your Responsibility. We are not responsible for any electronic virus or spyware that you may encounter. We suggest that you routinely scan your computer, mobile device and storage media using a reliable anti-virus and anti-spyware product to detect and remove any viruses found. An undetected or unrepaired virus or spyware may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit a virus to other computers or reveal confidential information unknowingly. You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, internet access, and mobile devices necessary to access the Service. We will not be responsible for any errors or losses resulting from the malfunction of your hardware, software, mobile devices, or any internet or mobile service provider, or for your failure to utilize hardware or other equipment that meets the stated system and modem specifications, as may be amended from time to time. We do not guaranty the compatibility of the Service with all computers, mobile devices, browsers, hardware or software.

(b) Cash Management Services. Standard hardware and software requirements are listed in Part One of this Master Agreement. In order to enroll in Cash Management Services (see paragraph 7), you must maintain the following security devices:

- Anti-virus software
- Anti-spyware software
- An updated version of Windows operating system software with current security patches
- A firewall
- Secure wireless system with strong passwords (wireless access key must be better than WEP encryption and the administrator password must not be the default).

(c) Audit and Inspection. We reserve the right to audit your security software and procedures and to perform inspections of all sites where the Service is used at any reasonable time and from time to time and you agree to allow us to perform such audits and inspections in our sole discretion.

2. Security

We are committed to the security of your account information. We may require customers to enter a login name and password to access the Service.

Only our established current customers may use the Service. If you do not currently bank with us and would like to open an account or learn more about other products and services, please visit our homepage, <https://www.forward.bank>, or a Forward Bank office. To establish the Service if you are an individual accessing your personal account, you must go to <https://www.forward.bank> and select Register and enter the requested information. To establish the Service if your account is primarily for business purposes, you will be required to complete certain enrollment forms or other documents evidencing your desire to access your accounts using the Service ("Enrollment Forms"). The specific functions available to you are identified in your Service Enrollment Forms. From time to time, you may be required to agree (electronically or in writing) to additional Enrollment Forms and/or agreements to access specific functions of the Service.

We urge you to observe the following guidelines to protect against fraud:

- **Do not give out your account information, Login name or Password.**
- **Never leave your account information out in an open area accessible by others including your computer screen.**
- **Never send privileged account information (account number, password, etc.) in any public or general E-mail system.**
- **Never leave your computer or mobile phone unattended while you are within the Forward Bank Internet website or Mobile Banking App.**
- **Verify use of a secure session (https) in the browser for all online/mobile banking.**
- **Do not access the Forward Bank Internet website from free Wi-Fi hot spots such as airports or Internet cafes.**
- **Cease all online/mobile banking activity if the website appears different than other times you logged in or otherwise appears questionable or not legitimate. Do not continue and contact us immediately at 715-387-1122 or 1-800-671-0942.**

3. E-Mail

You may send secure e-mail to us using the Messages option located under the Options tab within the desktop System. To send secure messages using your mobile device, log into the Service through the Mobile App select Contact Us. E-mail transmissions outside of the mail you create within the Service site are not secure. Therefore, we request that you do not send us or ask for sensitive information such as account numbers, password, financial information, etc. via any general or public E-mail system.

Use the Messages option for emails for all of your communications with us, including the following types of inquiries:

- Electronic Funds Transfer Error Resolution
- Reporting Unauthorized Transactions
- Contacting us about other concerns of a confidential nature.

Note that no action will be taken on any message to us until we have received the message and have had a reasonable time to act on it.

Under NO circumstances will a Forward Bank employee request your Password via the Internet or any other type of contact. Do NOT respond to such a request even if the individual claims to represent Forward Bank or any of its affiliates.

4. Alerts

Automatic Alerts are sent to you following certain changes you make using tabs within the Service, such as a change in your e-mail address, or Access Codes (defined below). Other account Alerts are sent to you when your account(s) has an event for which you request an Alert via the Account Alerts section located under the Accounts tab within the Service. At such time as we are able to send Alerts via text message, and depending on the type of Alert, you may receive an Alert as a text message or an email. Alerts will be sent to you at the current E-mail address or text message number designated on the Customer information section located under the Options tab. If your address or number for receiving Alerts changes, you must change the information within the System on the Customer Information section located under the Options tab. You understand and agree that Alerts may be delayed or prevented by a variety of factors. We do our best to provide Alerts in a timely manner with accurate information. We do not guarantee delivery or occurrence of any Alert. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any Alert, for errors in the content of an Alert, or for any actions taken or not taken by you or any third party in reliance on an Alert.

5. Account Access

To have access to the Service, you must also have at least one eligible deposit or loan account with us.

Except for the Cash Management Services and the Bill Pay Service for business accounts, for which specific accounts must be designated as an account to be accessed in each such service, when you agree to the terms of the Service you authorize us to link together on the Service, and provide access using the Service to, all accounts on which you are named an owner, including accounts that are opened after the date you enrolled in the Service. If you do not want an account to be linked you must provide a written request that specific accounts not be linked.

If an account is owned by more than one person who has requested access to the account using the Service, or if you have designated authorized user(s) to have access to your accounts using the Service by asking us to provide a person(s) with a User Name and Password, or if you have provided

Access Codes to any person(s) (each an "authorized user"), each account owner and each such authorized user will have the authority to perform any task available to those Access Codes using the Service. You agree that each authorized user is acting as your agent and on your behalf, will be bound by this Master Agreement and by any separate agreements governing your accounts and the Service. We may rely on and act on the verbal, written or electronic instructions of any authorized user without any liability to you. Except to the extent we have approved an authorized user on a business account with authority to perform limited designated functions, all transactions that an authorized user performs on an account using the Service, including those you do not want or did not intend, are transactions authorized by you and for which you are responsible. To the extent an authorized user has limited authority to perform functions within a Cash Management Service or Bill Pay Service, all transactions that such an authorized user performs within the authorized user's authority, including those you do not want to did not intend, are transactions authorized by you and for which you are responsible.

If you notify us that certain Access Codes are no longer authorized, only transactions that you did not want or intend and that are performed after you notify us and we have had a reasonable opportunity to act on the notice will be considered unauthorized transactions. You agree that you and not us are responsible for supervising anyone to whom you provide Access Codes or any authorized users and for monitoring the actions taken on your behalf.

If an account that requires two or more signatures to make withdrawals is accessible via the Service or such account is automatically added to the Service, you agree that the verification by two persons will not apply to electronic funds transfers made using the Service. Any one person with the proper Access Codes is authorized to make transfers, even if you require more than one signature on a transfer made by any means other than the Service, such as by use of a check.

Access will be provided to these types of consumer accounts (primarily for personal, family or household purposes) or business accounts through the Service, although not all functions are available for every account:

- Checking
- Savings
- Money Market Deposit Account
- Certificate of Deposit (CD)
- Installment Loan
- Commercial Loan
- Mortgage Loan
- Line of Credit

6. Access Codes

To use the Service, each authorized user is required to enter the following information ("Access Codes"):

- Login name
-
- Password

Except as provided in paragraph 12 for consumer accounts, all electronic communications that meet these requirements (and applicable additional security procedures in a Schedule) will be deemed to be authorized, valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that the foregoing security procedures (together with applicable additional security procedures in a Schedule) are commercially reasonable and that the risk of unauthorized transactions occurring due to the use of the Access Codes by an unauthorized person is assumed by you.

You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering. Varying Access Codes may be required to perform varying specific functions and security features and procedures may be changed by us during the course of the online relationship.

Use of Access Codes is the agreed security procedure to access the Service. You agree to keep the Access Codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Service. For security purposes, we recommend that you do not use the same Access Codes you use on other bank products and that you change passwords on a regular and timely basis. Your password (s) can be changed within the Service under Profile then click Reset Password..

7. Available Functions

Depending upon the particular functions available to you and for which you have enrolled, you may be allowed access to the following functions by first entering your Access Codes. Certain functions will require you to sign an additional agreement. Other functions have a Schedule outlining the service. Such agreements and Schedules have been made available to you, and you agree to be bound by such agreements and Schedule by using any of the applicable functions.

(a) Account Information. You may obtain an account balance and summary information, account transaction alerts, uncollected funds information, and cleared transactions detail for at least the current statement period, and you may view your periodic statements. To access some of these functions, such as electronic statements, you are required to enter into a separate agreement.

(b) Internal Transfers and Payments. You may request funds transfers to and from certain of your deposit and loan account(s) with us. Transfer and loan payment requests received by us after 7:00 p.m. Central Time will be processed the next business day. Other transfer requests, known as Scheduled transfers, are performed at the end of the day they are scheduled to happen.

(c) External Transfers and Payments. Subject to our approval, you may transfer funds from your deposit accounts at Forward Bank to accounts at other financial institutions using External Transfer. Please see the applicable Schedule.

(d) Mobile Remote Deposit Capture. Subject to approval by us and conditioned upon agreeing to separate remote deposit capture agreement, you may take a picture or scan a check to be deposited in your linked deposit accounts at Forward Bank. Please see the applicable Schedule.

(e) Data Download. Subject to specific instructions provided to you by the Service, you may download account data to your computer. We are not responsible for importing the account data into your hardware or software and make no representations regarding the compatibility or importability of

the data with or into your hardware or software. Contact your hardware or software vendor for assistance with these issues.

(f) **Bill Pay Service.** The Bill Pay Service is available for consumer checking accounts. For business accounts, subject to our approval, you may order transfers from designated accounts for payment to third parties using this service. A separate bill pay Schedule details access requirements. As a participant in the Bill Pay Service you will be charged per Forward Bank's Rate and Fee Schedule. If you opt to utilize the expedited payment services, you will be charged \$5.00 per electronic payment and \$25.00 per overnight check.

(g) **eBills.** Receive electronic summaries of your paper bills that are displayed in Bill Pay.

(h) **Stop Payments.** The Stop Payment feature of the Service is a system for issuing written Stop Payment Orders on paper checks drawn on Forward Bank. When utilizing this feature of the Service, you warrant that the information describing the check, including the check or scheduled transfer date, its exact amount (dollars and cents), the check number and payee is correct. The Bank uses automated equipment to process Stop Payment Orders, and that equipment may not recognize a check if the amount of the referenced check is not precisely accurate. You also acknowledge that if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for failing to stop payment on the item. You acknowledge and agree that any Stop Payment Order must be received by the Bank within a reasonable time for the Bank to act on the order prior to final payment of the check. You further acknowledge that acceptance of a Stop Payment Order does not constitute a representation that the item has not already been paid. A Stop Payment Order received by the Bank using this Service will be considered a written request, will be effective for 180 days only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration. There is a fee for Stop Payments (see current Fee Schedule). You may also view any active stop payments on your account(s) using this function.

(i) **eStatements.** Receive electronic periodic statements for your accounts. Please see the applicable Schedule.

(j) **Wire Transfers.** Subject to approval by us and conditioned upon bank approval and by signing a separate Wire Transfer Agreement, businesses may send payment orders to us to wire funds out of your accounts, to your accounts or third-party accounts, outside of the Bank.

(k) **ACH Transfers.** Subject to approval by us and conditioned upon signing a separate Agreement for ACH Originations, you may initiate funds transfers by means of the Automated Clearing House Network.

(l) **Positive Pay Service.** Subject to approval by us and conditioned upon signing a separate Positive Pay Agreement, you may submit issued check files to us to compare against checks presented for payment.

(m) **Text Banking.** From your mobile device, you may engage in various banking transactions, including requesting your balance, checking your account history and transferring between two accounts held at the Bank. You authorize us to rely on any instructions sent from the mobile device we have on record. You further agree to assume all risks associated with banking through text. Unlike most of the Services, text banking does not require any username or password. For example, if another individual is able to access your text messages, they will have access to text banking and you

understand that they will be able to see your account information and you will be liable for any transactions initiated by them. In addition, standard texting rates will apply, so be sure to check with your wireless carrier.

(n) **Customer-to-Customer Transfers.** You may send funds to another Bank customer, so long as you have the name and account number of the receiving Bank customer. Such transfer requests received by us after 7:00 p.m. Central Time will be processed the next business day.

(o) **Debit Card Controls.** If you have a debit card, you may use the Service to set various controls for your debit cards. For example, you may turn your card on and off or set up various merchant and transaction limitations. You agree that we are not liable for any parameters set by you. In addition, we will make reasonable efforts to abide by the limitations you set, but must have a reasonable time to act upon them. You agree that it is within our sole discretion to categorize merchants and payment types. In the event you have preauthorized transactions on your account, our debit card controls may not apply to such transactions and you remain liable for such transfers.

In most cases you may use the Service to gain access to accounts in which you have an unrestricted right to withdraw funds. However, we may decide at any time and from time to time in our sole discretion, to deny Service access, restrict the Service, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account. Wire Transfers, ACH Transfers and Positive Pay Services are referred to in this Master Agreement as the "Cash Management Services".

Under federal regulations, you may make no more than six preauthorized electronic fund transfers and telephone transfers, including internet transactions, checks, point-of-sale transactions and check, draft, debit card or similar order to third parties per month from your savings or money market deposit account. Each fund transfer through the 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.) For security reasons, there are other limits on the number of transfers you can make using the Service.

Some functions that are available through the Service using a computer may not be made available using a mobile device and some functions that are made available through the Service using a mobile device may not be made available using a computer.

Additional functions may be added to the Service from time to time. You may be required to complete additional Enrollment Forms and agree to additional terms and conditions to have access to some of the functions above and to such additional functions that may be added from time to time. You are also responsible for providing a mobile device that is compatible with the Service.

The available functions may change from time to time at our sole option, and the website/mobile website will be updated accordingly.

You may cancel a pending transaction. However, to do so, we must receive your instruction to cancel within a reasonable time to act on it. If we do not receive your instruction to cancel a transaction before that time, we may process the transaction without any liability to you.

8. Service Charges or Fees

Once you are an enrolled user of the Service, you may be charged the applicable Monthly Fee and/or Usage Fee whether or not you use the Service. Certain activities performed through the Service may cause charges to be assessed against your account(s). All charges assessed will be reflected on your periodic statement when your statement is prepared and sent to you. You agree to pay charges according to the "Schedule of Fees and Charges" you received at account opening and which is accessible by you at <https://www.forward.bank>. You authorize us to automatically deduct all applicable charges and fees from any account you have with us. You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider.

9. Reporting Unauthorized Transactions

If you believe that an unauthorized transaction has been or may be conducted from your deposit account without your permission, call: 715-387-1122 or 1-800-671-0942

10. Periodic Statement and Records

You will receive monthly periodic statements for your account(s) with us outlining account activity. The periodic statements will be mailed to you in paper unless you sign up to receive electronic statements using the eStatement tab in the Service. A record of all transfers, including Bill Payments paid using the Service are available in the History section of the Service.

11. Business Days and Hours of Operation

"Business Days" mean Monday through Friday excluding Federal holidays. A customer service representative will be available to assist you on our business days between the hours of 8:30 a.m. to 4:30 p.m. CST Monday through Thursday, 8:30 a.m. to 5:00 p.m. CST on Friday and 8:30 a.m. to 12:00 p.m. CST on Saturday.

12. Your Responsibility

You should notify us AT ONCE at **715-387-1122 or 1-800-671-0942** if you believe any of your accounts have been accessed using the Service or your Access Codes have been taken or used without your permission. Telephoning us right away is the best way to keep your possible losses down.

(a) Unauthorized Transfers on Consumer Accounts. If an unauthorized transaction is an electronic funds transfer completed using the Service, the account owner is an individual and the account from which funds are transferred is used for personal, family or household purposes, you can lose no more than \$50 if you notify us within two business days of discovering any unauthorized use of the Service or your Access Codes. However, you can lose as much as \$500 if you do not notify us within two business days of discovering the unauthorized transfer and we can prove that we could have prevented the unauthorized transfer had we been notified.

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 provide 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. 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) Unauthorized Transfers on Commercial Accounts. If (a), above, is not applicable to you or your account, you are responsible for all transfers and transactions accomplished using the Service. If any persons use the Service or your Access Codes, you are responsible for any transactions they authorize using the Service.

These provisions addressing your liability for unauthorized transfers using the Service supersede any inconsistent provisions you may have received at account opening and such provisions are no longer in effect or are deemed amended to be consistent with this Master Agreement.

13. Prohibited/Discouraged transactions. The following payment types are prohibited or discouraged through the Service. Discouraged payments may be scheduled at your own risk. We will not notify you if you attempt to make any of these payments and due to the time-sensitive nature of these payment types we will not be liable if we do not make a prohibited or discouraged payment that you've scheduled:

- Payments to payees outside of the United States or its possessions/territories (prohibited and not issued under any circumstances)
- Tax Payments to the Internal Revenue Service or any state or other government agency.
- Court Ordered Payments, such as alimony or child support
- Payments to insurance companies

14. Overdrafts

When you schedule any funds transfer using the 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 or on a later date, if any, indicated in the instruction. We may charge payments against the account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw your account, you agree to immediately pay us the overdrawn amount, together with any applicable fees permitted by law. 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 Master Agreement.

15. Our Responsibility

We, or a third party acting as our agent, are responsible for completing fund transfers on time, according to your properly entered and transmitted instructions. If we do not, we will be liable for your losses or damages if your account is a consumer account. However, we will not be liable for losses or damages for incomplete or delayed transfers which are not reasonably within our control, including but not limited to:

- If a Payee mishandles or delays crediting a payment sent by the Service;
- If you do not have adequate collected funds in a deposit account to complete a transaction from the account, or if that account has been closed;
- If you have not properly followed instructions on how to make a transfer;
- If you have not given complete, correct and current instructions so that a transfer can be made;
- If withdrawals from any accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your equipment or the Service was not working properly and this problem should have been apparent to you or you were advised about the malfunction before you authorized a transfer or payment;

- If circumstances beyond our control, or the control of our agent, prevent the completion of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by fires, floods, other interference from an outside source or natural disasters;
- If the transfer would go over the credit limit on your overdraft credit plan, if any;
- If incomplete or inaccurate information is forwarded to us by you or through an automated clearinghouse;
- For errors or failures from any malfunctions of your browser, internet service provider, computer, mobile provider, mobile device, virus or other problems relating to the computer and mobile equipment you use with the Service, including, without limitation, your inability to access the Service or any part of the Service;
- For a failure to provide access or for interruption in access to the Service due to the Service system failure.

There may be other exceptions to our liability as stated in our deposit account agreements with you.

EXCEPT AS OTHERWISE PROVIDED HEREIN, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FORWARD BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

FOR BUSINESS ACCOUNTS: NOTWITHSTANDING ANY OTHER PROVISION IN THIS MASTER AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER WILL BE TO PAY REASONABLE LATE CHARGES CAUSED DIRECTLY BY THE BANK'S ERROR, IF APPLICABLE, AND TO CORRECT THE ERROR, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO INTERNET OR MOBILE BANKING ACCOUNT ACCESS SERVICE.

16. Electronic Fund Transfer Error Resolution For Consumer Accounts

If the account owner is an individual and the account is used primarily for personal, family or household purposes, we will handle errors as follows:

In case of errors or questions about any electronic payment or transfer initiated from your account(s) via the Service, if you think your statement or acknowledgment is wrong or if you need more information about a transfer listed on your statement or acknowledgment, contact us immediately. Call: **715-387-1122 or 1-800-671-0942** or E-mail us at **info@forwardbank.com** or write us at **Forward Bank, ATTN: E-Services Dept., 1001 N Central Ave, Marshfield WI 54449.**

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 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. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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 we used in our investigation.

17. Changes/Interruptions in Services

We may on a regular basis perform maintenance on our equipment or system or encounter other difficulties that may result in interrupted service. We also may need to change the scope of our Service from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

18. Performance of Software and Electronic Service

In no event will we or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use or misuse of or the inability to use the Service, or for any loss of any data, even if we have been informed of the possibility of such damages. **WE MAKE NO WARRANTY TO YOU REGARDING EQUIPMENT OR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

19. Privacy

We will disclose information to third parties about your account or the transfers you make: (a) to third parties where it is necessary for completion or tracing transfers or resolving errors or claims; or (b) to verify or disclose the existence, amount or condition of your accounts for third parties, such as credit bureaus, merchants or other financial institutions; or (c) pursuant to court orders and other legal process; or (d) to comply with subpoenas, summonses, search warrants or requests from government agencies; (e) to comply with state or federal laws requiring us to provide information regarding depositors and their accounts to governmental agencies; (f) to others with your consent; or (g) otherwise in accordance with our privacy policy we provide to you and which is posted at

<https://www.forward.bank>. Through your enrollment in the Service, you agree that Forward Bank (or its third-party bill pay service provider) reserves the right to request a credit agency report and/or a review of your credit rating at its own expense through an authorized credit agency/bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a merchant or financial institution to resolve payment-posting problems.

20. Compliance with Laws, Rules, and Regulations. You agree to comply with all existing and future instructions used by Bank for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, any federal sanctioned laws administered by the Office of Foreign Asset Control ("OFAC"), rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

Ownership of Materials; Vendors

The content and information on our site is the property of Forward Bank. It should not be duplicated, or copied by any means, unless otherwise specified. You acknowledge and agree that the Service, including any functions, may be provided by an independent third-party service provider ("Vendor") as selected by us, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or us. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

21. Severability; Captions

If any provision of this Master Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction. The captions of sections in this Master Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions in this Master Agreement.

22. Area of Service; Notices

The Service described in this Master Agreement and any application for consumer credit and deposit services available at our site are solely offered to citizens and residents of the United States of America. You agree that we may send messages and notices to you to any email, mail or telephone number that you provide to us. We may also send notices to you or provide information that we are otherwise required to provide to you in writing, by posting the information on our Website, to the extent not prohibited by law.

23. Governing Law and Venue

These terms and conditions of this Master Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Master Agreement or any provision thereof shall be instituted only in the courts of Wood County, Wisconsin.

24. No Signature Required

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit any of your accounts or the account on which the item is drawn without requiring your original live signature on the item, and without prior notice to you.

25. Amendment of this Master Agreement

We may amend this Master Agreement (including changes in the fees and charges applicable to use of the Service), by posting notice of the change on our website effective upon the date indicated in the notice or by transmitting it to you at the email address you have provided to us. Your continued use of the Service is your agreement to the amendment(s).

26. Waiver

We may waive any term or provision of this Master Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of that term or provision in the future and any such waiver must be in writing. No delay or omission by us in exercising any right or remedy will impair the right or remedy or be deemed a waiver of the right in whole or in part.

27. Address Changes

You agree to promptly notify Forward Bank customer service in writing of any address change or email address change.

28. Assignment

We may assign rights and delegate duties under this Master Agreement to a company affiliated with us or to any other party. You may not assign your rights under this Master Agreement.

29. Termination

We may modify, suspend or terminate your privilege of using the Service and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate the Service or any function within the Service, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable. Any one person who has access to the accounts accessible with the Service may terminate the Service or withdraw from the use of any particular function by sending an email to info@forwardbank.com or by calling customer service 715-387-1122 or 1-800-671-0942. You must contact us within 10 days prior to the discontinuation date. Written notice must be signed and sent to:

Forward Bank
1001 N Central Ave
Marshfield, WI 54449

Termination shall not affect the rights and obligations of the parties for transactions made with the Service before we have had a reasonable time to respond to the termination request. Termination of the Service in full will automatically terminate all pending transfers and payments, however, if a specific function is terminated (for example, the Bill Pay function or Cash Management Service function) without terminating the entire Service, only the pending transfers and payments in the function that was terminated, and no other transfers, will terminate.