



## **Online Banking Client Agreement and Disclosure Statement**

Read this agreement carefully and print or download a copy for your files!

In this agreement, "you," "your," and "yours" refer to each of you that will be using the Online Banking services described in this agreement. "We," "us," "ours," and "Bank" refer to PyraMax Bank. "Account" refers to your qualified deposit and loan accounts for PyraMax Bank Online Banking services. This agreement contains the terms and conditions governing the PyraMax Bank Online Banking services for which you have applied. The PyraMax Bank Online Banking Service is an electronic banking and information service, which permits you through the use of your personal computer and your Internet Service Provider to access, designated deposit Accounts, and if applicable, your overdraft line of credit Account through the Internet using an Internet browser.

### **1. Use of Online Banking:**

To become eligible to use Online Banking, you must open or maintain a deposit account at PyraMax Bank and you must complete an application. You should read this Agreement and the demo that is available through Online Banking. Your use of any of the online banking services available through PyraMax Bank means that you agree to the terms and conditions stated in this Agreement.

### **2. Deposit, Overdraft Line of Credit and Home Equity Line of Credit Agreements:**

The terms and conditions in this Agreement are in addition to any deposit account, overdraft line of credit or other agreement(s) you have with us relating to your Accounts, including any disclosures made pursuant to such agreements. You must maintain your Account in good standing with PyraMax Bank in order to perform transactions through those Accounts using Online Banking.

### **3. Equipment Requirements; Use of Computer and Software:**

The installation, maintenance and operation of your equipment, including but not limited to, your computer, modem, software, and Internet access through your Internet access provider is your responsibility. We are not responsible for any errors or failures from any malfunction of your equipment and software or Internet access provider, and we are not responsible for any computer virus or related problems that may be associated with the use of Online Banking.

**WE DISCLAIM ALL WARRANTIES REGARDING YOUR COMPUTER AND YOUR SOFTWARE AND THE PyraMax BANK INTERNET WEBSITE THROUGH WHICH ONLINE BANKING IS ACCESSED, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Your software may include other functions and features (such as home budgeting and mortgage comparisons) which are not associated with PyraMax Bank's Online Banking, and for which we are not responsible. We are not responsible for any damages arising from the use or maintenance of software that we did not provide that you use to access or communicate with PyraMax Bank's Online Banking. You agree that we are not responsible for any failure or loss caused by such financial software or if any of your personal hardware or software is not compatible with our system.

### **4. Description of Services Available.**

PyraMax Bank Online Banking allows you to perform some or all of the following functions for your qualified Accounts.

- \* Obtain Account balances and transaction information for your Accounts
- \* Transfer funds between your Accounts
- \* Send electronic mail to us
- \* Make payments to any person or business (a "payee") in the United States

- \* Schedule and make future payments
- \* Set up automatic, recurring future payments
- \* Review, change and cancel payments
- \* Transfer funds from a deposit account to make payments on consumer or mortgage loan accounts with us
- \* Obtain a loan transfer from your home equity line of credit account

These features are limited by and subject to the terms set forth below:

- \* Your ability to transfer funds from your savings and money market Accounts is limited by federal law, as stated in the PyraMax Bank Account Terms and Disclosures. By law there is a maximum of six transfers from these Accounts per monthly statement cycle initiated on your computer (or by means than telephone, wire or pre-authorized transfers), of which no more than three in the aggregate may be made by check.
- \* There may be a one (1) business day delay in transferring funds between designated Accounts depending upon the day and time on which you request the transfer. Transfers are subject to availability.
- \* A transfer from an overdraft line of credit Account will be treated as a cash advance from that Account and is subject to the Agreement that governs that Account. Other than your overdraft line of credit Account, which you can access by overdrawing your checking Account, credit Accounts cannot be accessed through PyraMax Bank's Online Banking.
- \* No transfers may be made from any account that requires two or more signatures.
- \* Balance and transaction information provided on any day may be current only as of the close of business on the preceding day. Transactional information for your Accounts will be available for your current statement cycle.
- \* Electronic mail ("E-mail") sent by you may not be immediately received by us. See section 9 if you need to contact us immediately (for example, to report an unauthorized transaction from an Account, to stop payment on a check, to report a lost or stolen check/ATM card). No action will be made on your E-mail request until we actually receive your message and have a reasonable opportunity to act. An E-mail confirmation will be sent to you as confirmation of our receipt of your message and to detail the action we have taken.
- \* For security reasons, we may limit the frequency and dollar amount of transactions from your Account.
- \* Transfers to make payments on loan accounts you have with us.
- \* After we receive your authorization for payment to a payee, the payment will be made either by transferring funds electronically from your Account to the payee or by preparing a check from your account and sending the check to the payee. By authorizing a payment, you authorize the preparation and payment of such checks from the Account without your signature. We may pay checks, electronic payments, withdrawal tickets or instruments drawn on your Account in any order which we decide. You must have enough available funds in your Account to complete the payment and should be aware that other transactions (such as ATM or in-branch withdrawals) may affect your Account balances.
- \* Your bill payment instructions should be received at least three to five business days before the business day on which a payment is due. In order for a payment instruction to be considered received on a specific date, it must be received prior to 8:00 p.m. (Central Standard Time). Payment instructions received on weekends or holidays will be considered received the next business day. We are not responsible for delays in delivery of payments caused by the U.S. Postal Service, so you must authorize your bill payment in such a manner that your payments will be made on time. Any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions at least three to five business days before a payment is due will be your responsibility. Our responsibility for any late payment or finance charges is limited by Section 10.
- \* Only payees with United States addresses may be paid using PyraMax Bank's Online Banking. We reserve the right to refuse to pay certain payees.

\* PyraMax Bank's Online Banking may be used to authorize automatic recurring payments of recurring bills. These payments will be paid on the same calendar day of each month or on the preceding business day if the regular payment day falls on a weekend or holiday.

\* When you have entered and transmitted a payment instruction, you authorize us to reduce the Account accordingly. If the available balance in the Account (including any overdraft line of credit) is not sufficient to make payments you have authorized, we may either refuse to pay the item or we make the payment and thereby overdraw the Account. In either event, you are responsible for any insufficient funds and overdraft charges we may impose, as stated in the Disclosure of Account Terms and related Schedule of Fees. We reserve the right to refuse to honor payment requests that reasonably appear to be fraudulent or erroneous.

\* The following steps may be taken to cancel or stop bill payments:

(i) Canceling Payments. If you have scheduled a payment request, you may use Online Banking to cancel the payment (if, for example, a payment date or a payment amount is incorrect) if the canceling request is transmitted the same day up until the payment processing cut off time of 8:00 p.m. (Central Standard Time). You will be responsible for the payment if your cancel request is not received before the payment processing cut off time listed above and you fail to stop payment. If you cannot access Online Banking to cancel the payment and you wish to stop the payment, refer to (ii) below.

(ii) Stopping Regular and Automatic Recurring Payments. If you cannot access Online Banking to cancel the payments described in (i) above and you wish to stop a payment, call us at the phone number provided or write to us at the address set forth in Section 9 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. The day the payment is scheduled to be made is that day which is at least three to five business days before the payment due date when we are scheduled to transmit the payment.

(iii) Liability for Failure to Stop Payment. You cannot stop a payment after it has been transmitted. If you order us to stop one of your payments three (3) business days or more before the transfer is scheduled to be transmitted, and we do not do so, we will be liable for your losses or damages. We are not responsible for any indirect, incidental, special, or consequential damages, except to the extent such limitation of liability is not permitted by law.

\* We may modify the services available through Online Banking from time to time in accordance with applicable law. Additional services may become accessible in the future. As each becomes available you will be provided with a description of each such service and account fees associated with these services, and you will be given the opportunity to access each through Online Banking. Your use of these new services or accounts shall mean that you agree to any additional terms and conditions as well as payment of fees. Also, we reserve the right to delete or modify any services or accounts from Online Banking.

#### 5. User Name and Password.

You agree to keep your user name and password confidential to prevent unauthorized access to your Accounts and to prevent unauthorized use. Your user name and password may be revoked or canceled at any time without giving you prior notice to assist us in maintaining the security of your Accounts. The user name and password are used to identify you as an authorized user of Online Banking. You therefore agree to notify us immediately if the secrecy of your user name or password is compromised and you also agree not to reveal your user name or password to any person not authorized by you to use Online Banking. Anyone to whom you give your Online Banking user name and password or other means of access will have access to your accounts even if you attempt to limit that person's authority. The security of your Accounts depends upon you maintaining the secrecy of your user name and password. If you believe that the secrecy of your user name or password has been compromised you should call us AT ONCE at the number in Section 9, and you need to change your password every 90 days in accordance with the Online Banking instructions. We recommend that you keep your user name and password in a secure location separate from your computer. If you forget your user name or password, you must contact us at the phone number listed in section 9 to have your password reset. You can then choose a new password.

#### 6. Periodic Statements.

Your periodic statements for your Accounts will include any transfers, loan advances from your overdraft line of credit and home equity line of credit or bill payments you authorize using Online Banking, as well as your other Account activity. We do not return your Online Banking bill payment checks to you with your statement.

#### 7. Business Days and Hours of Operation.

Although we have extended banking hours, for the purposes of this Online Banking Agreement, our business days for transfers and bill payments are Monday through Friday. Holidays are not included. Online Banking can only make transfers and bill payments on business days. Transfers scheduled at other times will take place the following business day. Please note: Online Banking may not be available during special maintenance periods. We will attempt to schedule any maintenance during low volume time.

#### 8. Your Liability.

You are responsible for all transfers and bill payments you authorize using Online Banking. If you permit other persons to use Online Banking or your user name or password, you are responsible for any transactions they authorize from your accounts. Tell us AT ONCE if you believe your user name and/or password has been lost or stolen. Telephoning, as provided in Section 9, is the best way to limit your possible losses. You could lose all the money in your deposit accounts (plus your maximum overdraft line of credit). If you tell us within two (2) business days, after you learn of the loss or theft of your user name or password, you can lose no more than \$50 from each deposit account if someone used your user name and password to access your deposit account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your user name or password, and we can prove we could have stopped someone from using your user name or password without your permission if you had told us, you could lose as much as \$500 from each deposit account. Also, if your statement shows transfers from a deposit account that you did not make, tell us at once. If you do not tell us within 60 days after the first statement on which the problem or error appeared was mailed to you, you may not get back any money you lost after the 60 days if we 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 hospital stay) kept you from telling us, we will extend the time periods. With regard to your overdraft line of credit account, refer to your overdraft line of credit Agreement for any applicable limitations on your liability in connection with unauthorized use of your overdraft line of credit accounts.

#### 9. Contact in Event of Lost or Stolen User Name or Password or Unauthorized Transactions.

If you believe that your user name or password has been lost or stolen or that someone transferred or may transfer money from your designated Account or from any of your other deposit Accounts without your permission,

**Immediately Call: 414.421.8200**

Or write us at:

PyraMax Bank 7001 W. Edgerton Ave. Greenfield WI 53220

#### 10. Our Liability.

We will be responsible for your actual losses if they were directly caused by our failure to complete a transfer to or from your Accounts on time or in the correct amount according to our agreements with you. However, there are some exceptions. We will not be liable, for instance:

- \* If, through no fault of ours, you do not have available funds in your Account to complete a transaction from that Account, or if withdrawals from any of your Accounts have been prohibited by a court such as a garnishment or other legal process, or that Account has been closed.
- \* If the transfer or bill payment would go over the credit limit on your overdraft line of credit.
- \* If you do not have an adequate credit limit in your overdraft line of credit Account to complete a transaction from that Account, or if that Account has been closed.
- \* If your computer, software, or Internet service provider fails or malfunctions.
- \* If you have not given us complete, correct and current instructions so that we can make a transfer or bill payment.
- \* If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
- \* If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.

\* If we have reason to believe that a transaction has not been properly authenticated or is fraudulent.

\* If Online Banking was not working properly and you knew or should have known about the breakdown when you attempted to authorize a transfer or bill payment.

\* If circumstances beyond our control prevent the making of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include delays or losses of payments caused by the U.S. Postal Service, equipment failure or breakdown, acts of God or other conditions beyond our control. We will be responsible for acting only on those instructions sent through Online Banking, which we actually receive.

\* For other exceptions to our liability as stated in the Electronic Funds Transfer Agreement.

\* For any indirect, incidental, special or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such error.

#### 11. Error Resolution.

In case of errors or questions about your transactions, contact us immediately at the phone number listed in Section 9. Or write us at: PyraMax Bank 7001 W. Edgerton Ave. Greenfield WI 53220

For Home Equity or Overdraft Line of Credit Account Transactions:

Write or telephone us, during business hours, at the address set forth in your overdraft line of credit Agreement or periodic statement. For overdraft line of credit account transactions, if you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors. If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

You must:

Tell us your name and account number(s)

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.

Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within ten (10) business days.

Deposit Accounts.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. (We may extend this time period to 20 business days if the error occurred within 30 business days of the first deposit to your account.) If we need more time, however, we may take up to 45 days to investigate your complaint or question. (If the complaint or question concerned a transaction that was initiated in a foreign country, a point of sale transaction, or a transaction that occurred within 30 days of the first deposit to your Account, we may take up to 90 days to complete our investigation.) If we decide to do this, we will re-credit your deposit Account within ten (10) business days (20 business days if the error occurred within 30 days of the first deposit to your Account) for the amount you think is in error, so that you will have 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 ten (10) business days, we may not re-credit your deposit account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Overdraft Line of Credit Accounts.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your credit account bill that are not in question. While we investigate your question, we cannot report the amount in question as delinquent or take any action to collect the amount you question.

#### 12. Fees for Online Banking.

Please see Schedule of Fees. This schedule may be amended from time to time to change or add fees. You authorize us to deduct all applicable Online Banking fees from any account you have with us. In addition to the Schedule of Fees, the service charges and fees provided for in our deposit and overdraft line of credit agreements continue to apply.

#### 13. Disclosure of Account Information to Others.

We will disclose information to third parties about you, your Accounts or the transfers you make under the following circumstances:

- \* We have entered into an agreement to have another party assisting us in providing Online Banking services. In order to carry out your instructions, we will provide this party with, or it will receive from you, information about your designated Accounts, your Online Banking transactions and your E-mail messages;
- \* Where it is necessary for completing transfers and bill payments;
- \* In order to report our experience regarding your Accounts or transactions to financial institutions and credit reporting agencies;
- \* To collect any debt that you may owe to us;
- \* We may collect customer Account data for the purpose of learning about aggregate customer usage patterns, customer telephone inquiries, and the effectiveness of Online Banking, but shall not disclose individual identifiable information except as provided in this Section;
- \* In order to comply with laws, governing agency rules or orders, court orders, subpoenas or other legal processes in order to give information to any government agency or official having legal authority to request such information; or

#### 14. Data Recording.

The information and E-mail messages you enter on Online Banking may be saved and stored. By using Online Banking, you consent to such recording.

#### 15. Amendment to this Agreement.

We may at any time (subject to legal restrictions) amend this Agreement. We will notify you of any amendment to this Agreement prior to the effective date of the amendment, if required by law. Online Banking and your Accounts will be governed by the Agreement as amended.

#### 16. Assignment.

We may assign our rights and delegate our duties under this Agreement to any other party.

#### 17. Termination.

This Agreement and your ability to use any or all of Online Banking may be terminated at any time by you or us upon giving notice of the termination to the other party. If you terminate Online Banking, you authorize us to continue making transfers, loan advances and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers, loan advances or payments from your Accounts, including any transfer, loan advance or payments you have previously authorized. If we terminate your use of Online Banking, we reserve the right to make no further transfers, loan advances or payments from your Accounts, including any transactions you have previously authorized.

#### 18. Severability.

If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force.

#### 19. Governing Law.

This Agreement is governed by and shall be constructed in accordance with the laws of the State of Wisconsin and applicable federal law.

**Please close this window to continue with PyraMax Bank's Online Enrollment**