

NORTHWESTERN BANK ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

This Agreement states the terms and conditions that apply whenever you use Northwestern Bank Online Banking. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. With your initial access to Northwestern Bank Online Banking and by clicking "I Agree", you agree to the terms and conditions of this Agreement. If you wish to receive a paper copy of this Agreement either before or after agreeing to these terms electronically, please contact the Bank in person, on the phone, or by mail. The Bank will not charge you a fee for providing you with a paper copy of this Agreement.

DEFINITIONS. "Bank", "Northwestern Bank", "we", "us" or "our" refers to Northwestern Bank, and "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account with Northwestern Bank.

SECURITY. Northwestern Bank Online Banking requires that that you use operating systems and Internet browser versions that meet minimum security standards. Please contact Northwestern Bank for the current minimum standards. Northwestern Bank's web server does not connect directly to the Internet. It is buffered from the Internet through the use of firewalls and a service provider interface. All access from outside the bank must go through these firewalls, which screens the requests and allows only valid http traffic to reach the server.

HARDWARE AND SOFTWARE REQUIREMENTS. To use Northwestern Bank Online Banking, you must provide your own personal device with Internet access. Northwestern Bank Online Banking can be accessed through a web browser. We strongly suggest using the latest version available for your particular browser software, which is compatible with your operating system. Generally the latest versions provide the greatest overall security protection. 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. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

VIRUS PROTECTION. Northwestern Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their computer using a reliable anti-virus product to detect and remove any viruses found. An undetected or un-repaired virus may corrupt and destroy your programs, files and even your hardware. You may also unintentionally transmit the virus to other computers.

ESTABLISHING SERVICE. To establish Northwestern Bank Online Banking service, you must use the New User button on Northwestern Bank's homepage. You may not designate any account that requires more than one signature for withdrawals. You must be an owner or authorized signer on each account you wish to access. Clicking on both the Enroll and I Agree buttons constitutes your agreement to the terms of Northwestern Bank Online Banking. If you close or delete all accounts designated for Northwestern Bank Online Banking, you will no longer be able to use Northwestern Bank Online Banking. You may withdraw your consent to the conditions and terms of this Agreement by contacting Northwestern Bank and at that time, you will no longer have access to Northwestern Bank Online Banking.

UPDATING YOUR CONTACT INFORMATION. You may update your contact information by contacting the bank in person, on the phone, or in writing.

USERNAME AND PASSWORD. All Northwestern Bank Online Banking transactions or inquiries must be initiated by use of your Northwestern Bank Online Banking username and password. It is recommended that you do not use your social security number, birthdays, names, or other codes that may be easy for others to determine as your password. It is also recommended that you change your password multiple times per year and do not use the same password more than once. No bank employee will ever ask for your password, nor should you provide it to anyone unless you intend to allow that person access to your accounts.

YOU AGREE TO KEEP YOUR PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH NORTHWESTERN BANK ONLINE BANKING.

If you authorize another person to use your password, that person can use Northwestern Bank Online Banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. Therefore, sharing of your password is strongly discouraged by the bank, and done at your own risk. If a third party should gain access to the password, you are responsible for changing the password to deny the third party's access to your banking information. The bank shall have no liability to you in the event a third party should gain access to your password through no fault of the bank. You should always exit Northwestern Bank Online Banking after you finish viewing your accounts. Never leave your computer unattended while accessing Northwestern Bank Online Banking. Left unattended, a third party may be able to access your accounts from your terminal without needing to use your password.

BUSINESS DAYS. Northwestern Bank Online Banking is generally available 24 hours a day, 7 days a week. Transactions are processed and information updated on business days, which are Monday through Friday, excluding Federal holidays. We may perform regular maintenance on our systems or equipment, which may result in interrupted service.

We will attempt to provide notification in advance of interrupted service. Any Northwestern Bank Online Banking transfer request received before our business cut-off hour of 6:00 p.m. Central Time will be processed on the same business day. Transfer requests received after the end of our business day will be processed on our next business day.

NORTHWESTERN BANK ONLINE BANKING SERVICES. You may use Northwestern Bank Online Banking to perform any of the following services designated by you in the application, or subsequently added by you as provided below:

- View account balances
- View current transaction information
- View range of transactions
- View image of cancelled checks
- Transfer funds from checking to checking
- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from savings to savings
- Transfer funds from Home Equity line of credit to checking or savings
- Make payments from checking or savings to loan accounts with us

You may sign up for Northwestern Bank Online Banking services by using the New User button on Northwestern Bank's homepage.

TRANSFER INFORMATION. In addition to any limitations described elsewhere, Northwestern Bank Online Banking transfers are considered electronic funds transfers as defined in FDIC Regulation E. Some accounts have transfer limitations as described in your "Deposit Account" disclosure provided to you at the time your account was opened. Any limitations that apply to your account(s) regarding deposits, transfers and withdrawals also apply through Northwestern Bank Online Banking. Your account must have sufficient funds in order for transfers to be completed. You cannot post-date a transfer. Any Northwestern Bank Online Banking transfer request received before our business cut-off hour of 6:00 p.m. Central Time will be processed on the same business day. Transfer requests received after the end of our business day will be processed on our next business day.

YOUR LIABILITY FOR UNAUTHORIZED OR ERRONEOUS TRANSFERS. Tell us AT ONCE if you believe your Northwestern Bank Online Banking password has been lost or stolen, or if someone has transferred funds from your account through Northwestern Bank Online Banking without your permission. Telephoning is the best way of keeping your possible losses down, although we may ask for a written notice. You could lose all of the money in your account, plus any linked accounts, if you fail or refuse to immediately advise us of unauthorized use of your password. If you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, you must tell us at once. If you do not tell us within 60 days after the statement 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. Refer to your

“Understanding Your Deposit Account” brochure for additional information on error resolution. IF YOU BELIEVE YOUR PASSWORD HAS BEEN LOST OR STOLEN OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM AN ACCOUNT WITHOUT YOUR PERMISSION, CONTACT OUR BANK IMMEDIATELY BY CALLING 715-723-4461 OR WRITE TO NORTHWESTERN BANK, P.O. BOX 49, CHIPPEWA FALLS, WI 54729.

ELECTRONIC MAIL (EMAIL) SERVICE.

You may use bookkeeping@northwesternbank.com to send e-mail to us, which will be deemed received by us on the following business day. E-mail may not be used to make bank transfers between accounts. We will not be responsible for acting on or responding to any e-mail request until we actually receive your e-mail request and have had a reasonable opportunity to act. You should not rely on e-mail if you need to communicate with us immediately. If you need to contact us immediately to report an unauthorized use of your password, to report unauthorized access to an account, or for other immediate service, you should call us at 715-723-4461. You agree that we may respond to you by e-mail with regard to any matter related to Northwestern Bank Online Banking. Any such e-mail sent to you by us will be considered received within three (3) calendar days of the date sent by us, regardless of whether or not you sign on to Northwestern Bank Online Banking or your e-mail service provider within that time frame.

ACCOUNT INFORMATION AND PERIODIC STATEMENTS. You may use Northwestern Bank Online Banking to receive, download, and store or print information regarding an account that is set forth in the statement for the account, along with any debits and credits made to the account. The information made available to you is posted data, it may not include transactions that have not yet been posted to your account for that business day. Your usual periodic statement will still be mailed to you (unless you have enrolled in eStatements), and Northwestern Bank Online Banking activity will appear on the statement.

BANK’S 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 only for your direct losses or actual damages, except in the following instances:

- If, through no fault of ours, your account does not contain sufficient funds to make the transfer
- If the money in your account is subject to legal processes or other encumbrances restricting the transfer
- If any part of the Northwestern Bank Online Banking internet banking system was not working properly and you knew about the breakdown when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transfer or use of Northwestern Bank Online Banking despite reasonable precautions that we have taken
- If your password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized
- If your operating system is not properly installed or functioning properly, or you

experience an interruption in Internet service due to Internet service system failure.

- If you, any joint account holder, or an authorized signer on a deposit account has requested that we stop payment of the electronic fund transfer, or if the deposit account has been closed.
- 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 Northwestern Bank Online Banking.
- **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 OR PAYING A BILL WILL BE TO CORRECT THE ERROR AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE, 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.**

ACCOUNT INFORMATION DISCLOSURE. The circumstances under which we may provide information about your accounts to third parties are summarized in our current privacy notice. We provide a copy of this to all customers at account opening and have an electronic version available on our website.

FEES. Northwestern Bank Online Banking is free of charge. Usernames inactive for more than 180 days will be deactivated from the internet banking system, and you will need to contact the Bank to re-enroll. We reserve the right to amend the fee structure from time to time. You will be notified of any change in fees associated with Northwestern Bank Online Banking. Fees associated with deposit or loan accounts will be charged in accordance with rules found in the initial deposit account disclosure or your loan agreement.

TERMINATION. We may modify, suspend or terminate your privilege of using Northwestern Bank Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Northwestern Bank Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practical. Any one person who can use the account accessible with Northwestern Bank Online Banking may terminate Northwestern Bank Online Banking. Termination shall not affect the rights and obligations of the parties for transactions made with Northwestern Bank Online Banking before we have had a reasonable time to respond to your termination request. Requests to terminate Northwestern Bank Online Banking services must be made in writing, in person or by mail.

THIRD PARTIES. You understand that support and services relating to Northwestern Bank Online Banking are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service.

AMENDMENT. We may amend this agreement at any time. Notice will be sent to you at the current address we have in our files. Amendments will be effective upon the date indicated in the notice.

DAMAGES. THIS AGREEMENT STATES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY AS IT RELATES TO NORTHWESTERN BANK ONLINE BANKING. IN NO EVENT SHALL THE BANK OR ITS AFFILIATES BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO ANY ACCESS TO OR USE OF NORTHWESTERN BANK ONLINE BANKING, OR THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, EQUIPMENT, SOFTWARE, OR ANY INTERNET ACCESS SERVICES.

WARRANTIES DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF NORTHWESTERN ONLINE BANKING IS AT YOUR SOLE RISK AND THAT THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT THE BANK MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, THE BANK DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ONLINE BANKING AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES.

GENERAL. This agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, your "Deposit Account" terms and conditions. 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.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account and do not apply to business deposit accounts. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

LIMITATIONS ON FREQUENCY OF TRANSFERS. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, or similar order to third parties are limited to six per month.
- Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month with no transfers by check, debit card, or similar order to third parties.

CONFIDENTIALITY. We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

ERROR RESOLUTION NOTICE. In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, 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 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 (5 business days for debit card point-of-sale transactions processed by Mastercard and 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 (5 business days for debit card point-of-sale transactions processed by Mastercard and 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.

NORTHWESTERN BANK

202 N BRIDGE ST., P.O. BOX 49
CHIPPEWA FALLS, WISCONSIN 54729

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 715-723-4461

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST