



Timberwood Bank Online Banking Terms and Conditions

1. **Coverage.** This Agreement applies to your use of the Online Banking Service which allows you to access your accounts with us via the Internet for various banking services. This Agreement applies to all persons that are parties to the accounts. In this Agreement, the terms "you" and "your" refer to each depositor on an account accessible by Online Banking and the terms "us", "we", and "our" refer to Timberwood Bank.
2. **Authorization.** This Agreement contains the terms and conditions governing Online Banking. To enroll in Online Banking it will be necessary for you to acknowledge that you have received and read this Agreement and agree to its terms and conditions by clicking ACCEPT below. You also acknowledge that this Agreement has been accepted by one or more of the persons who established the subject Account with us.
3. **Functions.** Using your Password to access Online Banking you may
 - o View account information
 - o Transfer funds between your eligible accounts
 - o Schedule a recurring or future transfer between your eligible accounts
 - o Schedule monthly payments out of your eligible accounts to your loan accounts
 - o Make payments out of your eligible accounts to your loan accounts
 - o Transfer funds from a line of credit to eligible accounts

The term "eligible accounts" means any checking account or any statement savings account. You will not be able to transfer funds to or from any passbook savings account or certificate of deposit.

There are no limitations on the amount of funds transferred via Online Banking. The transfer funds must be available funds.

4. **Hardware and Software Responsibilities.** You are responsible for selecting all systems, hardware and your Internet service provider. You are also responsible 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. You are responsible for the installation, maintenance, and operation of your computer and related equipment.
5. **Password and Security.** As part of our enrollment process you will be required to select a password to access Online Banking services. Your Password has the same effect as your signature authorizing transactions. You agree to safely keep your Password, not to record your Password or otherwise disclose or make your Password available to anyone other than authorized users of your accounts. Anyone to whom you disclose your Password and anyone who has access to your Password will have full access to the services you perform with Online Banking, including full access to your accounts. You have no ability to limit any such person's authority. If anyone uses your Password with your permission, you will be responsible for any transactions performed by that person. You are responsible for keeping your password and account information confidential.
6. **Your Liability.** Tell us AT ONCE if you believe your Password has been lost, stolen or otherwise became available to an unauthorized person. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove that we could have stopped someone from using your Password without your permission, you could lose as much as \$500.

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

time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

MasterCard® Debit Card. Additional Limits on Liability for Your Timberwood Bank Debit Card. You will not be liable for any unauthorized transactions using your MasterCard debit card if: 1) You can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and
2) Upon becoming aware of a loss or theft, you promptly report the loss or theft to us. MasterCard is a registered trademark of MasterCard International incorporated.

Foreign Currency Conversion and Cross Border Transitions – Mastercard®. If you conduct a transaction with your Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account. MasterCard charges us a Currency Conversion Fee (see fee schedule) on the transaction for performing the currency conversion. In addition, MasterCard charges us a Cross Boarder Fee (see fee schedule) on the transaction on all cross border transactions regardless of whether there is a currency conversion. As a result, we charge you a corresponding fee as disclosed separately. The Cross Border Fee is charged on all cross border transaction regardless of whether there is a currency conversion. A cross boarder transition is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder's Bank.

7. **Contact in Event of Unauthorized Access.** If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission; contact us:

By Telephone: 608-372-2265;

In Person at: 110 W. Veterans St, Tomah WI 54660;

By Mail: Timberwood Bank; P.O. Box 880; Tomah, WI 54660;

Or contact us via email at info@timberwoodbanks.com.

8. **Business Days.** Our business days are Monday through Friday, excluding Saturdays, Sundays and holidays, even if the Bank or any branch is open all or part of such days.
9. **Processing Your Funds Transfer.** We will process a funds transfer on the same business day as your instructions if we receive your instructions before our Online Banking cut-off hour of 6:00 p.m. If we receive your instruction after the cut-off hour of a business day, we will process the transaction no later than the cut-off hour of our next business day. If you schedule a funds transfer for a future date (either a recurring or one-time scheduled transfer), we will process the transaction on that date if that day is a business day. If the date you request for a future funds transfer (either a recurring or one-time scheduled transfer) is not a business day, we will process the transaction no later than the cut-off hour of the next business day. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last business day of that month.
10. **Canceling Funds Transfers.** You may cancel or change a scheduled funds transfer by selecting and accurately completing the appropriate fields from the payment menu. Any instruction to cancel or change a funds transfer must be made by the cut-off hour of the business day prior to the date the transaction is to be processed. If you do not accurately complete the appropriate instructions prior to that time, we may process the transaction.
11. **Funds Transfer Limitations.** You may transfer collected funds through Online Banking in any amount, subject to funds availability. Under federal regulations, you may make no more than six funds transfers and telephone transfers, including Online Transactions, during any statement cycle from your savings or money market deposit account. Each Funds Transfer through Online Banking from your savings or money market deposit account is counted as one of the six limited transfers you are permitted during any statement cycle. (However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit accounts.)

12. **Overdrafts.** When you schedule a funds transfer using Online Banking, 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. 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 Agreement.
13. **Fees.** We will charge you Online Banking fees, if any, as identified in our current Schedule of Fees, and as it may be amended by us from time to time, and otherwise in accordance with our Deposit Account Rules.
14. **Periodic Statements.** Your Online Banking account activity will appear on your periodic account statement. If there are no transfers in a particular month, you will receive statements at least quarterly.
15. **Our Liability For Failure to Make Funds 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 in this Agreement, we will be liable for your losses or damages proximately caused by our failure. However, there are some exceptions. We will not be liable to you if, among other things:
 - o Through no fault of ours, you do not have enough money in your account to make the transfer
 - o The transfer would go over the credit limit on your Line of Credit
 - o Circumstances beyond our control (such as communications, electronic or computer system failure, fire or flood) prevent the transfer or use of Online Banking, and we have taken reasonable precautions to avoid those circumstances.
 - o You have not properly followed the instructions for using the Online Banking
 - o Your operating system is not properly installed or functioning properly
 - o An error or failure resulted from any malfunctions of your browser, Internet service provider or computer, computer virus or other problems relating to the computer equipment you use with Online Banking, including, without limitation, your inability to access Online Banking or any part of Online Banking.
 - o The failure was the result of inaccessibility to Online Banking due to Online Banking system failure.

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

16. **Account Information Disclosure.** The circumstances under which we may provide information about your accounts to third parties are set forth in our current Privacy Notice posted on this website. You may request a paper copy by writing to us at Timberwood Bank, P.O. Box 880, Tomah, WI 54660.
17. **Termination of Online Banking Services.** In the event you wish to discontinue Online Banking, you must notify us in writing at Timberwood Bank, P.O. Box 880, Tomah, WI 54660 or you may notify us via [email](#) . If you notify us verbally, you must also send us written notification.

Any one person who can use the account accessible with Online Banking may terminate Online Banking. Termination shall not affect the rights and obligations of the parties for transactions made with Online Banking before we have had a reasonable time to respond to your termination request. Your termination of Online Banking will automatically terminate any pending transfers and payments.

We may modify, suspend or terminate your privilege of using Online Banking and may withhold approval of any transaction, at any time, without prior notice to you. In the event we terminate Online Banking, we will try to notify you in advance but are not required to do so. You will be notified as soon as practicable.

18. **Third Parties.** You understand that support and services relating to 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.
19. **Notification of Change in Name, Address or Email Address.** You agree to notify us promptly in writing of any change to Timberwood Bank, P.O. Box 880, Tomah, WI 54660.

20. **Amendment.** We may amend this Agreement at any time. Notice will be sent to you at your current address in our files. Amendments will be effective upon the date indicated in the notice.
21. **Conflict of Provisions.** This Agreement is intended to supplement and not to replace other agreements between you and us relating to your accounts, including, without limitation, our Deposit Account Rules. In the event of a conflict between this Agreement and any other account rules and agreements that apply to your accounts, this Agreement shall govern and prevail, unless otherwise specified in this Agreement.
22. **Error Resolution.** IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS
Contact us by telephone at 608-372-2265 or write us at Timberwood Bank, P.O. Box 880, Tomah, WI 54660 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.
 1. Tell Us your name and account number (if any)
 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 3. Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions 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.