



## Internet Banking Terms & Conditions

First Community Bank hereby publishes the following terms and conditions for User's use of Electronic Banking Services "Internet Banking" and "Internet Banking with Bill Payment". First Community Bank reserves the right to modify these terms and conditions at any time, effective upon publication. User's use of the Electronic Banking Services constitutes agreement to these terms and conditions and any modifications thereof.

User agrees that the following uses of the Electronic Banking Services are strictly prohibited. User agrees to indemnify, hold harmless, and defend First Community Bank from and against any and all claims, actions, suits, judgments, and expenses (including court costs and reasonable fees of attorneys, accountants, and expert witnesses), at User's sole expense, arising from User's failure to abide by these restrictions on use of the Electronic Banking Services.

Users agree NOT to participate in the following activities:

- Unauthorized communication of any charge or credit-card information belonging to any other person or entity;
- Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity;
- Use of the Electronic Banking Services to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to the User permitting such activity. Copying or distribution or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.
- Communicating any obscene or defamatory information including but not limited to on bulletin boards or in conjunction with conferences; or
- Use of the Electronic Banking Services in violation of any telecommunication, postal, or other local laws or regulations of the User's country of origin or of the United States or in furtherance or in the commission of any crime or other unlawful or improper purpose.
- Transmission of confidential business and sensitive personal information is at Customer's sole risk.

### Termination

Users can at any time close their online banking account by either contacting the bank at 608-868-7644 or by sending the request to:

First Community Bank  
Attn: Customer Service  
202 Merchant Row  
Milton, WI 53563-0218

First Community Bank 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.

After 6 months of inactivity First Community Bank will delete your internet banking account including bill pay.

### **Stop Payments**

Before submitting a stop payment user must verify that check has not paid. If the check has already been paid, the stop payment will be invalid. Stop payments for ACH transactions should not be entered online and will be considered invalid. Fees on invalid stop payments will not be refunded.

### **Loan Payments**

Paying a loan balance to zero through Internet Banking does not constitute a payoff of the loan. Please contact the loan department for a payoff quote.

### **Cut-off Time**

All internal account transfers and loan payment transfers conducted using online banking after 10 pm may be credited on the next business day (not including Saturday, Sunday or Federal Holidays).

### **System outages for maintenance**

The Internet Banking system may be down for scheduled service between 1 AM through 6 AM Sunday, Central Standard Time. Periodically extended outages will occur.

### **Retention of Account Information**

The Internet Banking System will allow you to view your activity from the day after your last paper statement cuts off until the current date. When searching for transactions by date on the Internet Banking system, the oldest date you will be able to use is the day after your last paper statement's cutoff date.

### **E-Mail Notification**

The Internet Banking system does not provide a notification that mail has been received from the Bank. It is recommended that you check for e-mail each time you log in to the Internet Banking system.

### **Electronic Delivery**

User agrees to the use of electronic delivery of Electronic Records.

### **Customer Liability**

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 can 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. Tell us immediately if you believe your password has been lost, stolen or otherwise become available to an unauthorized person.

You are responsible for selecting all software, hardware and your Internet service provider and for any defect, malfunction or interruption in service or security due to hardware or software failure or your choice of an Internet service provider.

#### **Unauthorized Transfers or Transactions**

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 phone at 608-868-7644, e-mail us at [general@fcbmilton.com](mailto:general@fcbmilton.com), or write to us at the following address:

First Community Bank  
Attn: Customer Service  
202 Merchant Row  
Milton, WI 53563-0218

#### **External Transfers Between Accounts Owned by You**

You must be enrolled in eBanking to make transfers from your First Community Bank accounts. External transfers allow you to transfer funds between your linked personal deposit accounts at First Community Bank and certain deposit accounts owned by you at another financial institution. Ownership is validated using a test transfer, in which one or more small dollar payments will be credited and debited from your account at the other financial. External transfers will not be established until the small dollar test transactions are verified. Delivery of these funds will be conducted through Automated Clearing House ("ACH") and governed by the National Automated Clearing House Association (NACHA). All ACH rules will apply. I authorize First Community Bank to make the agreed upon transfer, via ACH.

The Bank will use reasonable efforts to provide you with any notification of change regarding your account status that we may receive from your external financial institution. You are responsible for making corrections or adjustments regarding the notification of change prior to the next transfer date. If corrections have not been made, you understand that your account transfer will be blocked until the corrections to the account information have been completed.

Except as may be limited by applicable law, you agree to indemnify and hold the Bank or its representatives harmless against any and all liability to third parties arising out of this Agreement and the transfer of funds outside of the Bank in connection with your instructions.

Funds being transferred INTO the bank from an external account may be subject to a hold of 3 business days applied before funds will be available.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (4) ANY CHARGES IMPOSED BY OTHER FINANCIAL INSTITUTIONS AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE ACCOUNTS.

### **Other Terms and Conditions**

First Community Bank and its suppliers make no warranties or representations of any kind with respect to the electronic banking services, whether express or implied, including but not limited to merchantability or fitness for particular purpose and neither bank nor its suppliers nor anyone else who has been involved in the creation, production or delivery of the electronic banking services assume any responsibilities with respect to user's use thereof. No oral or written information or advice given by the bank or its suppliers or any of their employees shall create a warranty or in any way increase the scope of this warranty and user may not rely on any such information or advice.

First Community Bank reserves the right to monitor and review transmissions on-line and in storage, and to remove or reject any material which First Community Bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to User.