

STERLING BANK DIGITAL BANKING AGREEMENT and ELECTRONIC FUNDS TRANSFER DISCLOSURE

I. INTRODUCTION

Welcome to Sterling Bank Digital! This is Sterling Bank's Digital Banking Agreement ("Agreement") and Electronic Funds Transfer (EFT) Disclosure. The Agreement discusses how you can use Sterling Bank Digital to obtain information about your accounts, to transfer funds between your accounts, make payments to others, make remote deposits to your account, and to request certain other bank services. It also contains the terms and conditions governing your use of the services provided. In this Agreement, the words "you" and "your(s)" refer to the owner of an Eligible Account (defined below), or an authorized representative. The words "we," "us," "our(s)" and "Bank" refer to Sterling Bank. The word "consumer" means a natural person who owns an Eligible Account with respect to which services are requested primarily for personal, family or household purposes. The words "Business Day" means Monday through Friday, except banking holidays. The Electronic Funds Transfer Disclosure follows the Agreement and is made in compliance with federal law (Regulation E) regulating electronic funds transfer (EFT) services.

By applying for, using or allowing another person to use these digital services in any manner, you thereby indicate your consent to the terms of this Agreement. You may print or save a copy of this Agreement and EFT Disclosure for your records now, or you can refer to this document later on our website at your convenience. If you are unable to print or save a copy to your device, please contact us at info@sterlingbank.ws and request a copy. If you previously registered for these digital services, this version of the Agreement replaces any Agreement you previously had with us.

You will have access to Sterling Bank Digital services through the banking service provider (the "Service Provider") that will act as an interface between you and the Bank. At certain times, the system may not be available due to maintenance or circumstances beyond our control. During these times, you may call the Bank at 715-537-3141 or 888-537-2398 during normal business hours to obtain information about your accounts.

II. SECURITY AND PROTECTING YOUR ACCOUNT

A. Security

We are strongly committed to protecting the security and confidentiality of our customer account information. We will take all commercially reasonable precautions to administer the system to ensure this security and recommend you protect access to your device through passwords, facial recognition, etc. We use several different methods to protect your account information:

1. Your account numbers are not displayed in full; only the last four digits can be viewed.
2. You must have a valid User ID and Password to logon.
3. If no action is taken for fifteen minutes, you will be automatically logged off the system.
4. You agree that it is your responsibility to:
 - a. Never give out your identifying information such as your User ID and Password to any other person.
 - b. Never leave your account information displayed in an area accessible by others.
 - c. Never leave your device unattended while using the system.
 - d. Always exit the system by clicking on LOGOUT after use.
 - e. Notify us immediately at 715-924-4817 or 800-924-4817 (or write us at P.O. Box 106, Chetek, WI 54728) if you believe your User ID or Password may have been stolen, or that someone has transferred or might transfer funds from your account without your permission, or if you suspect any fraudulent activity on your account.

B. Password Guidelines and Risks

Your Password is the key to your accounts. All Sterling Bank Digital banking transactions must be initiated by use of your Username and Password. You will be required to periodically change your password. Guard your password carefully and do not give it to anyone. No Bank employee will ever ask for your Password, nor should you ever provide it to anyone unless you intend to allow that person access to your accounts. Here are a few simple guidelines to help with passwords:

1. Select a password that has some meaning to you but would be difficult for others to guess.
2. Use at least eight characters.
3. It is recommended that you do not use your social security number, birthdays, single words or names, or other codes that may make it easy for others to determine your Password.

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4. Your password must contain at least one lower case letter, upper case letter, one number, and a special character.

You should always exit Sterling Bank Digital after you finish viewing your accounts. Never leave your device unattended while accessing Sterling Bank Digital to avoid third party access to your accounts from your device.

Digital banking has inherent risks you need to manage. Your device may be subject to intrusion (hacking) on an ongoing basis and is outside the control of the Bank's risk monitoring systems. Threats to your device may occur as a result of viruses and/or tracking programs which can be initiated from an email attachment that is unintentionally opened by a user of your device. Once opened, these programs can track keystrokes such as user IDs and passwords that are then communicated back to the hacker and potentially used to access your internet banking to remove funds from your account(s). Users should be aware of the risks of opening email attachments and/or downloading files from unknown sources.

III. ELIGIBLE ACCOUNTS

Each account you have with us that you enroll in digital banking is called an "Eligible Account." Examples include deposit accounts and loans. Your Eligible Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in the Agreement. Additionally, each Eligible Account will be subject to the following:

1. The Terms or instructions appearing on a screen when using the system.
2. The Bank's rules, procedures and policies applicable to each Eligible Account.
3. The rules and regulations of any funds transfer system used in connection with the system.
4. Applicable state and federal laws and regulations.

IV. STERLING BANK DIGITAL E-MAIL COMMUNICATIONS

Electronic messages sent and received in the system are secure and are accessible after you sign in and your browser shows a secure connection has been established. Communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information unless using the Secure Messaging Service. You agree that we may take a reasonable time to act on any e-mail. A communication that requires expeditious handling—for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to immediately stop payment on a check you have issued, should be made by calling the Bank.

You cannot use e-mail to initiate any transactions on your account. For transactions, please use the appropriate functions within the system or call the Bank.

You agree the Bank may send you electronic messages about other products or services we offer.

V. Hardware and Software Requirements: In order to access, view, and retain the electronic communications from us, you must have:

- An internet browser that supports 128-bit encryption; examples include the two most recent versions of Microsoft Edge, Firefox, or Google Chrome for PCs and Apple Safari 5 or later for Macs. If you need assistance downloading an Internet browser, please contact us at 800-924-4817;
- Sufficient storage capacity on your computer's hard drive or other data storage unit;
- An active e-mail account to receive account alerts;
- Access to a personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form via access to our internet banking/web site using an internet browser as specified above;
- You must have software which allows you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader®. A free version is available for downloading at <http://www.adobe.com>

VI. Enrollment

Upon enrolling in digital banking, you will be provided access to eligible accounts.

All available accounts will have at least the Account Inquiry level as defined below. Only checking, savings, money market, and loan accounts may also have additional activity levels. Current activity levels are:

1. Account Inquiry: This activity level will allow the User to obtain current account balance and transaction information.

2. Transferring Funds: This activity level allows the User to obtain account information, to transfer funds between accounts linked to the User ID, and to obtain certain other banking services. Each checking, money market, savings, and loan account linked to your User ID will have this activity level, unless you choose otherwise.
3. Transfer to another Sterling Bank Customer: Designed to allow you to make a payment to another Sterling Bank customer. You will need the account number and last name of the Customer.
4. P2P: This activity level allows the User to send funds to another individual. You will need the individual's email address or mobile phone number. (See separate P2P Terms of Service.)
5. Bill Payment: This activity level will include the right to make payments to third parties through our Bill Payment Services and subject to the terms and conditions contained in a separate agreement.
6. Mobile Deposit Capture: Designed to allow you to make deposits to your checking, money market checking or savings accounts from a device capable of capturing check images and electronically delivering the items.

VII. Shared Access

Shared Access allows you to grant account access to another individual(s). You control the type of access provided, such as transfers, bill pay, and/or viewing. Shared Access is completely under your control and can be removed at any time.

VIII. FUNDS TRANSFER SERVICE

Upon successful enrollment, you will be able to transfer funds between your Bank accounts. All such transfers are subject to the terms of this Agreement. Use this function to move funds between eligible accounts (ineligible accounts include Time Deposits, IRAs, and certain loan accounts). Contact your local Sterling Bank branch to deposit to your IRA, pay off a loan, close an account, or for assistance.

The following provisions govern your use of the Bank's funds transfer system:

A. General Information

1. You are responsible for all transfers made by you or your authorized representative. You authorize us to debit your designated account(s) for any transactions accomplished (including the transfer of funds from another deposit account or overdraft line of credit that provides overdraft protection, if you have one of those services in effect). You agree that we may comply with transfer instructions entered by any one person using an authorized User ID and Password, notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.
2. If you permit another person to use the system or give them your User ID or Password, you are responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to your registration even if that person exceeds your authorization.

B. Funds Transfer Service Particulars

1. Types of Transfers and Posting: You can transfer funds between your checking and savings accounts using the system, and between your deposit accounts and certain line of credit accounts.
2. External transfer account information must be verified prior to transferring the funds. External transfer requests received after 5:00 p.m. will be sent the next day. A fee will apply to the transfer of funds out of Sterling Bank.
3. Limits On Transactions: There is a maximum dollar limit on any transfer equal to the available balance in your account plus the available balance or credit balance in any other account or line of credit attached to the deposit account to provide overdraft protection. There are additional limits for external transfers and P2P transfers; contact us with questions or assistance.
4. Availability: Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction. If you initiate a bank transfer or loan payment with available funds **prior to six (6) p.m. Central Time** on a business day, the bank transfer or loan payment will be posted to the Eligible Account on the same business day. If the transfer is initiated **on or after six (6) p.m. Central Time** on a business day, the bank transfer will be posted on the next business day. Transferred funds will be available for withdrawal on the same business day the bank transfer is posted to the Eligible Account.
5. Insufficient Funds to Complete Transfer: If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created.

6. Correcting or Canceling Your Transfer: You cannot cancel your transfer after it has been entered in the system and the information is transmitted to us.
7. Documentation and Verification of Transfers: The date and amount of transfers made through the system will be shown on the History screen, and will also be reflected on the account statements.
8. You agree that we may without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your Deposit Agreement with us.
9. Restrictions on Transfers from Savings (except ATS Savings) and Money Market Accounts: You may make an unlimited number of deposits or transfers into a savings or money market account; however, per your Account Agreement we reserve the right to limit transfers to no more than six transfers from a savings or Money Market Account per month or similar period.
10. You agree to assume all risks and liability with linking and/or transfers to or from external accounts.

C. Problems

Please contact the Bank with any questions or problems you may have with regard to funds transfers including:

1. Any problems with a transfer you authorized, or your statement reflects a transfer you think is in error.
2. Any need to obtain documentation concerning a transfer previously issued from your account. (There may be a fee for such a request, as disclosed in the Bank's Schedule of Fees.)

IX. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.

A. Consumer Liability

To the fullest extent permitted by law, you agree to be responsible for all unauthorized or erroneous transactions initiated through Sterling Bank Digital banking. You have the obligation to immediately notify the Bank if your Password has been lost or stolen, or if someone has transferred funds from your account through Sterling Bank Digital without your permission (or is contemplating to do so). **Therefore, tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of reducing your possible losses.**

The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from an Eligible Account that is initiated by another person without your authority and from which you receive no benefit. The term does not include any Sterling Bank Digital electronic fund transfer that is initiated by a person to whom you furnished your Password, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. **We may require the notice be in writing. You could lose all the money available in your Eligible Accounts if you fail or refuse to immediately notify the Bank of the unauthorized use of your Password.**

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was provided to you, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, as to said unauthorized transfers. This 60-day limitation is without regard as to the standard of care exercised by the Bank.

If you believe your User ID and/or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at **715-924-4817 or 800-924-4817** or write us at **Sterling Bank, P.O. Box 106, Chetek, WI 54728.**

B. Limitation of Bank's Liability

To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Sterling Bank Digital service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorney fees. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider.

We will not be liable, for instance:

1. If through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the system was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. There may be other exceptions stated in our agreement with you.

D. Authentication Method

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, or other code or authentication method we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, transfers, checks deposited, check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

X. GENERAL TERMS

A. Confidentiality-Disclosure of Account Information

We may disclose information to third parties about your account or the payments or transfers you make:

1. When necessary for verifying or completing payments or transfers that you have requested or authorized, or to resolve a problem related to a payment or transfer.
2. To verify the existence and status of your account for a third party such as a credit bureau or merchant.
3. If you give us your written (including electronic message) permission.
4. As otherwise permitted or required in any of your agreements with the Bank, or other applicable agreements or by law or governmental regulations.

B. Responsibility to Examine Statements

The Bank provides no separate written confirmation of individual payments or transfers. Confirmation is provided through online information available on the system and through your periodic account statements. You will get a monthly account statement for your checking accounts. You will get a monthly account statement for your savings account, unless there are no transfers in a particular month. In any case you will get a statement quarterly. You agree to examine your statement promptly and to notify us immediately of any discrepancy between the statement and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. If you do not tell us about these discrepancies within 60 days after the statement has been provided to you, we will have no responsibility to reimburse you if we can prove we could have stopped someone from taking the money if you had told us in time.

C. Termination of Agreement

You are responsible for complying with all terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the system. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing. We can also terminate your electronic banking privileges if we believe that an actual or potential unauthorized use of your User ID or Password or account may be occurring. The Bank reserves the right to

terminate your electronic banking privileges or any portion of it in its sole discretion, without notice and without limitation except as may be required by law.

D. New Services

The Bank may, from time to time, introduce new services that are part of the Bank's digital program. We will update this Agreement to notify you of these new services. By using the new services after they become available, you agree to be bound by the terms contained in the revised Agreement.

E. Virus Protection

You agree that the Bank is not responsible for any electronic virus that you may encounter using the digital system. We encourage you to routinely scan your computer/device using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

F. Schedule of Fees

Access to Sterling Bank Digital banking basic services (i.e. Bill Pay, viewing your accounts, completing internal transfers to and from your accounts) is provided to you at no charge.

Customer Service requests for which you may be charged a non-refundable fee by Sterling Bank include: Stop payments, external outgoing transfers, or other requests made through Sterling Bank Digital. These service requests are subject to the Bank's normal service charges that were disclosed at account opening and are subject to change as disclosed in any subsequent editions of our Schedule of Fees brochure. For any services subject to fees, you agree to pay and authorize us to automatically debit the applicable account. Monthly service charges **will not** be prorated for portions of a month. **Please contact us or visit our online website for the latest version of our Schedule of Fees for any changes.**

You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement, and for all telephone charges, Internet access charges, and other costs for online sessions initiated by you.

Transfers of funds using the digital system are free except for outgoing external transfers, and as stated in the Schedule of Fees in your Account Agreement.

G. Amendment

We can amend this Agreement upon notice to you, which you agree may be provided electronically or sent by e-mail. Any notice will be effective not later than (30) thirty days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time.

H. Entire Agreement

This Agreement, as it may be amended from time to time, contains the entire understanding between you and the Bank concerning the digital services offered, and supersedes any verbal conversations, other communications and previous agreement, if any.

I. Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Wisconsin.

J. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any affiliated company now or in the future. We may also assign or delegate certain of the rights and responsibilities under this Agreement to independent contractors, or other third parties.

K. Captions

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The captions contained herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

L. Information Authorization

Through your enrollment in this digital service, you agree that we have the right to request a review of your credit rating at our expense through an authorized credit bureau.

M. Collection Expense

If we undertake legal action to enforce our remedies under this Agreement, you agree to pay our attorneys' fees, expenses and litigation costs to the extent permitted by law.

N. Agreement to Terms and Conditions

Your registration for Sterling Bank Digital confirms your agreement to be bound by all the terms and conditions of this Agreement and your acknowledgement that you have received and understand the terms of this Agreement.

O. Other Agreements and Severability

The terms and conditions of this Agreement with and in addition to any terms of the account agreements for your Eligible Account(s), the applicable account disclosures, the Schedule of Fees, the Funds Availability Disclosure, the Electronic Funds Transfer Agreement and Disclosure Statement, and the agreements governing the Credit Accounts may all be amended from time to time. In the event of any conflict between this Agreement and the content of the Software or any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision will be without force and effect without affecting any other provision hereof. No consumer protection provision of the Electronic Funds Transfer Act or Regulation E is intended to be waived by you under this Agreement unless law permits the waiver. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearinghouse association as in effect from time to time with respect to all automated clearinghouse transfers made hereunder.

P. Notice in Case of Error(s) or Questions on Consumer Accounts

Call us at **715-924-4817** or toll-free at **800-924-4817** during normal customer service hours, or write to us at **Sterling Bank, P.O. Box 106, Chetek, WI 54728**, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we provided 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 tell you the results of our investigation 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 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.

If a notice of error involves an electronic funds transfer that occurred within 30 days after the first deposit to the account was made, the applicable time period for action shall be 20 business days in place of 10 business days. If a notice of error involves an electronic funds transfer that was initiated in a foreign country, occurred within 30 days after the first deposit to the account was made, or is a point-of-sale debit card transaction, the applicable time period for action shall be 90 calendar days from your notice to us in place of 45 calendar days.

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. We may revoke any provisional credit provided to you if we find that an error did not occur.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

Electronic Funds Transfer Agreement and Disclosures

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

Digital Banking

Types of Transactions: You may access certain account(s) you maintain with us by computer/mobile device, using your assigned user ID and password, through the digital banking service. You may use the digital banking service to perform the following functions:

- *Transfer funds between eligible accounts and eligible external accounts.
- *Obtain balance information on eligible internal and external accounts.
- *Review transactions on eligible accounts.
- *Make loan payments.
- *Stop payment requests.
- *Advance funds from eligible credit line.
- *Online bill payment.
- *View check images.
- *ATM branch locator.
- *Obtain account statements and history.
- *Allow export of transaction history to personal finance manager (Desktop only).
- *Mobile Deposit.
- *Account Alerts.
- *Shared Access.
- * Access debit card controls.
- * Send money to another individual

Fees and Charges for Digital Service:

- * \$3.00 charge for Digital External Transfer-out Fee.

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card or digital banking PIN has been lost or stolen; or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (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 card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was provided to you, you may not get back any money lost after the sixty (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. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (715)925-7230, or write to us at Sterling Bank, 427 Second Street, Chetek, WI 54728. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions. You may not use your access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday, except Federal holidays.

Documentation.

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

Terminal Receipt. You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (715)925-7230 to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers. For consumer accounts, if we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable for instance:

*If, through no fault of ours, you do not have enough money in your account to make the transfer.

*If the money in your account is subject to legal process or other claim restricting such transfer.

*If the transfer would go over the credit limit on your overdraft line.

*If the ATM where you are making the transfer does not have enough cash.

*If the terminal or 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 transaction, despite reasonable precautions that we have taken.

*There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at (715)925-7230, or write us at Sterling Bank, 427 Second Street, Chetek, WI 54728 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 sixty (60) days, after we sent the FIRST statement on which the problem or error appeared.

*Tell us your name and account number (if any).

*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 may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) 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. For business accounts, we will generally follow the procedures for error resolution described above, but we are not required to process a claim if you do not notify us within Thirty (30) calendar days after the statement is made available, to give provisional credit, or to investigate your claim within the time periods described above.

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

*To complete transfers as necessary;

*To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or

*To comply with government agency or court orders; or *If you give us your written permission.

Personal Identification Number (PIN). The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of Services. You agree that we may terminate this Agreement and your use of the services, if:

- *You or any authorized user breach this or any other agreement with us;

- *We have reason to believe that there has been an unauthorized use of your PIN;

- *We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective on the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Fund Transfers.

Stop Payment Rights. If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you for each stop payment order you give (See current Schedule of Fees or contact us at 715-924-4817).

Notice of Varying Amounts. If these regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.