

Please read the entire agreement and click on the accept button at the bottom to be taken to the online application.

# Community First Bank

## FirstNet Terms and Conditions (Consumer Accounts)

These terms and conditions (the "Agreement") govern the provision by Community First Bank (the "Bank") of internet based access ("FirstNet") to your designated accounts with the Bank ("Account(s)"). In this Agreement, "you" and "your" refers to the Account holders, whether one or more.

### FIRSTNET BANKING SERVICES

FirstNet may be used to perform the following banking services ("Services") offered by the Bank:

Transfer funds from your home equity line of credit to your deposit Account(s), make payments from your deposit Accounts to apply to your loan Accounts, transfer funds among your deposit Accounts, perform Account inquiries on Account data and transaction history, export Account transaction history files, view Account statements, and authorize bill payments from Accounts to third parties outside of the Bank ("BillPay");

### ENROLLMENT

To establish FirstNet, you must complete certain enrollment forms or other documents ("Enrollment Forms").

You understand and agree that this Agreement governs all FirstNet activity for Accounts that are used primarily for personal, family or household purposes. Any Accounts used primarily for business purposes are governed by the terms of the FirstNet Cash Management Terms and Conditions and not this Agreement. Your signature on the Enrollment Forms constitutes your agreement to the terms of this Agreement.

### SECURITY DEVICES

The Bank will provide security devices that provide access to FirstNet and the Services by you ("Security Device(s)"). Security Devices may include, without limitation, passwords, codes, and secure tokens. The Bank recommends that Security Devices that consist of passwords or other codes established by you be changed not less than every 180 days. Some Security Devices, such as secure tokens, may require registration within a particular time period following receipt by you. Other specific instructions may accompany the Security Devices. You agree:

- a. To comply with any instructions accompanying or provided to you in connection with a Security Device, including, for example, instructions for registering secure token devices;
- b. To safe keep and maintain all equipment used for FirstNet and all Security Devices so that they are not available to any unauthorized person and otherwise in accordance with any instructions provided or recommended by the Bank;
- c. To notify the Bank immediately if you have any suspicion that a Security Device or means of accessing FirstNet, such as a computer or a mobile device, has been lost, stolen, or could be used for an unauthorized transaction or activity and you would like to terminate the Security Device or FirstNet.
- d. That Bank may change its Security Devices at any time.

If you have given someone your Security Devices or equipment used to access FirstNet and want to terminate that person's authority, you must change the identification numbers, password or other Security Device, or take additional steps to prevent further access by such person.

### CONSUMER LIABILITY

Tell us at once if you believe your Security Device or means of accessing FirstNet has been lost, stolen or otherwise become 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, you can lose no more than \$50 if someone used your Security Device or equipment used to access FirstNet without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft of your Security Device or equipment used to access FirstNet, and we can prove that we could have stopped someone from using your Security Device or equipment used to access FirstNet 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 a hospital stay) kept you from telling us, we will extend the time periods.

## **CONTACT IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your Security Device or equipment used to access FirstNet has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 608-375-4117 or write Community First Bank, 925 Wisconsin Avenue, Boscobel, WI 53805.

## **LIMITS OF ONLINE BANKING TRANSACTIONS**

You must have enough available money or credit in the Accounts from which the Bank is instructed to make a payment or transfer. When any funds transfer or BillPay is scheduled, you authorize the Bank to withdraw the necessary funds from the designated Account. For electronic payments, the Bank deducts the amount of funds transfers or bill payments from the designated Account on the Business Day the Bank processes the instruction. For payments for which the Bank issues a check, the Bank deducts the amount of the bill payment from the designated Account on the Business Day the check is presented for payment. Each instruction to the Bank to withdraw or transfer from an Account is an order to the Bank to pay from that Account at that time or on a later date, if any, indicated in the instruction. The Bank may charge payments against the Account even though the charge creates an overdraft, or may refuse to make payments if the charge creates an overdraft, in its discretion. If an Account is overdrawn, you agree to immediately pay 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. Withdrawals are limited to six pre-authorized, automatic transfers or withdrawals by check, draft or debit card or similar order per month out of savings or Money Market Gold checking accounts. Transfers made via FirstNet are included as pre-authorized or automatic transfers subject to these limitations. Any transfers in excess of these limits must be done in person at the Bank and may be subject to fees. (However, payments to your loan account with us are not counted toward this limit for savings and money market deposit accounts.)

## **BILLPAY**

The BillPay application on FirstNet permits you to pay bills either on an automatic recurring basis or periodically as you request. You must designate which of your Accounts will be used for BillPay. Limits, if any, on the amount or frequency of bill payments are described above.

To use BillPay, you will provide the name and address of the payee (i.e., the person you want to pay), your account number with that person and any other information we require to properly debit your account with us and credit your account with the payee. If your account number or any other information changes, or if you wish to add or delete payees, these changes must be entered into the BillPay application on FirstNet at least three Business Days in advance of a payment.

The Bank works with payees to encourage them to accept an electronic or check payment. If the Bank is unsuccessful, or if the Bank believes that the payee cannot process payments in a timely manner, the Bank may decline to make future payments to this payee. In the unlikely event that this occurs, the Bank sends you a notice. The Bank may refuse to make payments to certain payees in our sole discretion (including, without limitation, government agencies) and to payees that choose not to participate in the service.

Bill payments are processed either through an electronic transmission to the payee or by check drawn on your account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. Payments made with checks are generally received and credited by most payees within five to seven Business Days. If the Bank receives any payment instructions from a payee, the Bank may follow those instructions, to help ensure that the payment is received by the payee and promptly credited to your account.

To help ensure that your payments arrive on time, you must schedule your payments to be processed at least 3 Business Days before the payment due date for an electronic payment to the payee and at least 5 Business Days before the due date for a check payment mailed to the payee. This generally allows sufficient time for the payee to receive and post your payment, however, the Bank makes no representation regarding the necessary number of days prior to a due date that a payment should be processed.

For all payments submitted through the BillPay application:

- a. The Bank can process a one time or recurring bill payment at 2:00 a.m. on the Business Day instructed, if the payment is submitted before 2:00 a.m. on that Business Day. The Bank can process a one time or recurring bill payment at 12:00 noon on the Business Day instructed, if the payment is submitted between 2:00 a.m. and before 12:00 noon on that Business Day.
- b. If the Bank receives your instruction after these cutoff times, the transaction will be processed on the next Business Day.
- c. If the date requested for a future bill payment is not a Business Day, the payment will be processed on the Business Day immediately preceding the date requested.

You agree to follow all of the procedures described in this Agreement and help screens and FirstNet instructions accurately and completely. You are responsible for failing to follow procedures and instructions including, without limitation, your failure to schedule the payment a correct number of days before the due date, incorrectly scheduling the payment or supplying incorrect account information.

## **FAILURE TO COMPLETE PAYMENTS OR TRANSFERS**

The Bank is not obligated to make or liable for any transfer originated via FirstNet if:

- The Account has insufficient funds, has been closed or is not in good standing
- The Bank reverses a payment or transfer because the Account had insufficient funds

- The payment or transfer would exceed the credit limit of the Account
- The Bank does not have complete, correct or current account numbers or other information required to complete payment, credit, transfer or other transactions
- The equipment was not working properly when the transaction was attempted
- You did not properly follow instructions, failed to provide accurate information or failed to promptly inform the Bank of any inaccurate information about which you became aware
- The Account balance is subject to legal process or other claims that restrict the payment, transfer or other transaction from being completed or the transfer is restricted by law or regulation
- Due to interruptions in access to FirstNet due to a system failure
- Cut-off times are not met and a payment or transfer is not made when instructed or is made contrary to your instructions.

Bank shall have no responsibility or liability for failure or delay in performance pursuant to the terms of this Agreement when such failure or delay is due to any natural disaster, fire, flood, storm, strike, labor unrest, war, riot, act of God, power failure, equipment failure, errors or acts by any third party or any other cause beyond Bank's reasonable control.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, THE BANK'S SOLE RESPONSIBILITY FOR AN ERROR BY THE BANK OR THE BANK'S THIRD PARTY PROVIDER IN TRANSFERRING FUNDS, PAYING A BILL, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT ANY ERRORS, BUT IN NO CASE WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO FIRSTNET OR THE BANK'S PERFORMANCE HEREUNDER.

BANK MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO FIRSTNET, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **BUSINESS DAYS/CUT-OFF TIMES FOR OTHER THAN BILLPAY TRANSACTIONS**

FirstNet is generally available 24 hours a day, 7 days a week. However, the Bank only processes transactions and updates information on Business Days. Business Days are Monday through Friday. Federal holidays are not included. All times in this Agreement are Central Standard Time.

Except for transactions scheduled in the BillPay application for which all cut-off times are addressed in the section headed "BillPay":

- a. The Bank can process a funds transfer on the same Business Day as your instructions, if the Bank receives your instructions before the cut-off hour of 6:00 p.m. on a Business Day.
- b. If the Bank receives your instruction after the cut-off time, the transaction will be processed on the next Business Day. If you schedule a funds transfer for a future date, the transaction will be processed after the close of business on that date, if that day is a Business Day.
- c. If the date requested for a future transfer is not a Business Day, the transaction will be processed on the next Business Day other than in the BillPay application.
- d. If a recurring funds transfer or bill payment is scheduled and the payment date does not exist in a month, the payment will be processed on the last Business Day of that month.

## **CANCELING FUNDS TRANSFERS OR BILLPAY TRANSACTIONS**

- a. Stop Payment on a BillPay Check Once Issued. A stop payment order on a BillPay check payment that has been issued may be placed by calling BillPay Support at 1-608-375-4117. You may be requested to put stop payment orders in writing. The Bank must receive the stop payment order within a reasonable time for the Bank to act on the stop payment instruction prior to the BillPay check clearing the Account. A fee may be charged for each stop payment according to the Bank's current fee schedule. (Please refer to the current Rules for instructions on stop payments for items other than BillPay check stop payments.)
- b. Canceling a Pending Order. You may cancel or change a pending funds transfer or bill payment, whether an individual transaction or a recurring transaction, by selecting and accurately completing the appropriate FirstNet fields from the payment menu. Any instruction to cancel or change a transfer or bill payment must be received by the Bank prior to the cutoff time on the Business Day the transaction is to be processed. If the payment is not properly canceled in FirstNet by the cut-off time and so the Bank does not receive your complete and accurate instruction identifying a funds transfer or payment prior to that time, the Bank may process the transaction.
- c. Liability for Failure to Stop a Preauthorized Transfer. If you cancel or change a pending transaction on FirstNet according to the instructions in a timely and accurate manner and the transactions is not so canceled or changed, the Bank will be liable for the losses or damages proximately caused by the Bank's failure to do so.
- d. The Bank's Rights. If the Bank fails to cancel or stop any funds transfer or bill payment, the payment will stand unless you show us that the payment to the payee was unenforceable. If the Bank recredits your account after transferring funds over a valid and timely cancellation request, you agree to sign a statement describing the dispute with the payee, to transfer to the Bank all of your rights against the payee, and to assist the Bank in any legal action taken against that person.

You understand there will be a fee assessed by Bank in connection with stop payment orders issued on checks, as stated in the Bank's fee schedule and further understand that if payment on the check is stopped, the payee or other holder of the check might still be able to recover from you the amount of the check,  
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plus other damages. If you cancel or change any pending funds transfer or BillPay transaction by completing the appropriate fields from the payment menu, there will be no charge.

## FEES

You agree to pay the fees and charges for FirstNet according to the Bank's current fee schedules, as they may be amended from time to time. You authorize the Bank to deduct these charges as accrued directly from the Accounts. Please contact the Bank for the current fee schedules.

## SECURITY

All transactions occur on a secure server and FirstNet makes use of various other security mechanisms, including fire walls and encryption programs. You will automatically be logged out of FirstNet after 10 minutes of inactivity. You will automatically be locked out of FirstNet after three bad Security Device attempts. The Bank has the ability to monitor Account usage and will monitor periodically for unusual activity, but assumes no obligation to do so, or to act on any information obtained while monitoring such usage and you release Bank from any such liability.

## ACCESS REQUIREMENTS

This Agreement applies to FirstNet accessed using computers, mobile devices and any other means of accessing FirstNet approved by the Bank now or in the future, to perform the Services.

The Bank may notify you of any specific requirements, standards and instructions applicable to gain access to FirstNet from time to time.

The Bank reserves the right to change access requirements and any other specifications applicable to FirstNet at any time to maintain the security of FirstNet and the Services, and shall not be liable in any way for modifying the specifications necessary to access FirstNet.

## HARDWARE/SOFTWARE/BROWSER SUPPORT

You are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize FirstNet. You shall maintain your systems in accordance with commercially reasonable security standards which at a minimum should include applying vendor supplied security patches and a browser capable of at least 128 bit encryption. In addition, you shall install commercial anti-virus software and maintain the virus definition file in accordance with the recommendations of the anti-virus software vendor specifications. Bank will notify you of changes in equipment requirements. The Bank cannot assist you with hardware, software or browser issues. Please contact the manufacturer or authorized dealer of the product in question. Refer to the materials in the product package at the time of purchase for contact numbers.

## SUPPORT

The Bank staff can provide reasonable assistance to users with questions or support pertaining to FirstNet. Basic usage questions or concerns should be forwarded to Community First Bank via e-mail to [support@cfbank.com](mailto:support@cfbank.com) or by calling (608) 375-4117 and requesting FirstNet Support Services. **Any request containing account and/or private information to be submitted to Bank via electronic mail, should be submitted via the secure customer messaging within FirstNet.**

## PERIODIC STATEMENTS

Your FirstNet 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.

## CONFIDENTIALITY

The Bank will disclose information to third parties about your account or the transfers made, as permitted by law, including, without limitation: where it is necessary for completing or tracing transfers or resolving errors or claims; in order to verify the existence and condition of an Account for a third party, such as a credit bureau or merchant or other financial institution; in order to comply with court orders or other legal process; to comply with subpoenas, summonses, search warrants or requests from government agencies; to other companies affiliated with the Bank; to others with your consent; and whenever required by law.

## MISCELLANEOUS

Written notices to you may be sent to the address identified in your signature cards for your Accounts at the Bank, as updated by you from time to time, via electronic or U.S. mail, on a billing statement or periodic statement or through publication on the Bank's website. Notices to the Bank shall be sent to the Bank at P. O. Box 307, Boscobel, Wisconsin 53805-0307. One or more of the Services may be processed by a third party administrator. The Bank has entered into a licensing agreement with Jack Henry and Associates, Neteller Division for the delivery of FirstNet. FirstNet shall be considered part of the Jack Henry System, and all rights, title, and interest shall remain with Jack Henry and Associates. This Agreement shall be

binding upon and shall inure to the benefit of you and your permitted successors and assigns, the Bank and the Bank's successors and assigns. You may not assign your rights or responsibilities under this Agreement. This Agreement shall be governed by and construed according to the internal laws of the State of Wisconsin without regard to conflict of laws principles. Each party consents to the exclusive jurisdiction of the appropriate State or Federal Court in the State of Wisconsin for any dispute or controversy arising out of or related to this Agreement, the breach of this Agreement or the interpretation of this Agreement. The invalidity of any provision of this Agreement does not invalidate any other provision. You also agree to the Deposit Account Rules, signature cards and other agreements and disclosures ("Rules") received when the Accounts were opened and any amendments to the Rules, and that such Rules continue to apply to the Accounts. You may request copies of the Rules at any time. This Agreement supplements and does not replace such Rules relating to the Accounts. In the event of a direct conflict between this Agreement and such Rules, this Agreement shall govern and prevail as to functions performed using FirstNet.

## TERMINATION

You understand that 190 days of inactivity shall constitute a dormant FirstNet account. You will receive written notice of dormancy. You further agree that, after 220 days of inactivity, FirstNet services will be terminated. The Bank reserves the right to terminate FirstNet or the availability of any Service at anytime, and for any reason, without prior notice.

You may cancel Security Devices and terminate your participation in FirstNet at any time, provided the Bank may ask you to submit any such request in writing. Written requests to have Security Devices or FirstNet terminated becomes effective at the later of the time that Bank has had a reasonable opportunity to respond to the request or at the end of the first Business Day following the receipt of written notice. Once a Security Device or FirstNet is terminated, you agree not to use the Security Device to access FirstNet. Termination shall not affect the rights and obligations of the parties for transactions made with FirstNet before Bank has had a reasonable time to respond to the termination request. Termination of FirstNet will automatically terminate any scheduled transfers and payments set up in BillPay.

Upon termination of FirstNet, you agree to return to the Bank any Security Devices issued to you.

## MODIFICATIONS

The Bank may modify this Agreement and its fee schedule for the Services and FirstNet and any functions available in FirstNet at any time, and will notify you of any such changes. The changes shall be effective upon such notification. Each and every time your Security Devices are used to access FirstNet, you acknowledge acceptance of the terms and conditions contained in this Agreement. **You must inform Bank of any changes to your information provided in the Enrollment Forms. You may always obtain the most recent copy of this Agreement by calling 608-375-4117 to request a copy by mail.**

## In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 1-608-375-4117 or write us at Community First Bank, P. O. Box 307, Boscobel, Wisconsin 53805-0307, 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.

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 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 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.

For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts we may take up to 20 Business Days to credit your account for the amount you think is in error.

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.

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