DMB Community Bank
Near to you. Far from ordinary.

Online Banking and Cash Management

Agreement and Disclosures

This Agreement is between DMB Community Bank, and _____

("Customer") whose principal address is: _____

The **Bank** is willing to offer to its **Customer** certain electronic account access and information service products under the name "Online Banking", which will be made available electronically to **Customer** utilizing a connection with the **Bank's** Service described below. **Customer** wishes to obtain the right to use Online Banking upon the terms and conditions hereinafter provided. As a result the parties agree as follows:

I. Defined Terms.

As used in this Agreement, the following terms shall have the following meanings:

"Account"	Means **Customer's** designated deposit and loan accounts at DMB including but not limited to: checking, money market, certificate of deposit and savings account(s) accessible by Online Banking.
"Administrator"	Means the person who is responsible for setting and designating the Service's limitations, user ids, available services and authorities on Your Account.
"Bank", "DMB", "We" and "Us"	Means DMB Community Bank and its affiliates, subsidiaries and any agent, independent contractor, designee or assignee which DMB Community Bank may, in its sole discretion, employ in the provision of Online Banking.
"Business Day"	Means Monday through Friday, excluding federal holidays.
"Customer", "You" and "Your"	Means the Depositor named in the Online Banking Agreement.
"Service", "Online Banking" and "OB"	Means the DMB Internet application designed for consumer and business banking convenience.
"TIN"	Means your social security or employer identification number.
"Security Features"	Means User Id(s), Password(s), Token(s) or any future security feature DMB may need to implement in the future that has been created by You or assigned to You by DMB to enhance the security of the Service.

II. Customer Responsibility.

You understand that by signing up for the Service *all* accounts under your TIN will be designated as active Accounts and made available via the Service. You are solely responsible for the timeliness, accuracy and completeness of any instruction and information in connection with Your OB transactions. You are the Administrator of the account and have sole responsibility, and are liable, for all permissions or authorities established by You.

The TIN number designated for the Service is: _____ (Customer's Initials: _____)

III. Password and Security.

By initialing below, You acknowledge You are solely responsible for the security of and the Security Features assigned to You or created by You, and the permissions and authority the Security Features grant to the Administrator or any sub-users of Your Account. You shall not disclose or make any of the Security Features assigned to the Administrator available to anyone else. You shall notify the Bank of the user ids of any sub-users You as the Administrator grant access to the Service so the Bank can apply Security Features as appropriate to the sub-users who have access to Your Account. Your use of any of the Security Features is Your signature authorizing transactions and the establishment of any user ids or authorizations available through the Service. Anyone who has access to any of the Security Features will have access to OB and all Your designated Accounts and Services. If You add, replace or terminate any sub-users authority You shall provide that information to the Bank so that Bank can assist you in properly maintaining the appropriate Security Features. *You must contact DMB immediately if You believe the password has been lost, stolen or otherwise become available to an unauthorized person.*

If You are utilizing this service for Your business You acknowledge that the only authorized users are those individuals who have been authorized to act on behalf of Your business pursuant to Your bylaws, operating agreement or resolutions. Furthermore, You acknowledge that due to the nature of the Service, We are unable to monitor or enforce any multiple signature requirements that Your accounts may currently have in place.

I/WE HAVE READ AND UNDERSTAND THE "CUSTOMER RESPONSIBILITY" AND "PASSWORD AND SECURITY" SECTIONS ABOVE. (CUSTOMER'S INITIALS: _____)

IV. Services.

Based upon Your acceptance of this Agreement, the Bank may provide to Customer the following Services through Online Banking:

- View Account Information
- Transaction Inquiry
- Funds Transfer
- Bill Pay
- View Check Image
- Transact Loan Payments
- Mobile Banking
- Mobile Deposit

V. Account Rules-Disclosures.

This Agreement (along with any Addendums) is intended to supplement and not to replace other agreements between You and DMB relating to Your Accounts, including, without limitation, Deposit Account Agreement and Disclosure, Rate and Fee Schedule, Funds Availability Policy Disclosure, Regulation E Disclosure, TIS Account Disclosures, Overdraft Protection Plan Agreement and Privacy Notices; some of which need to be executed by You prior to being available by the Service. The Accounts accessed by the Service remain subject to the agreements and disclosures governing Your Accounts; which have been provided to you with the establishment of each Account and are incorporated by reference into this agreement and are applicable to all transactions You conduct using the Service. Additionally, any loan or line of credit accessible by the Service will remain subject to the Loan Agreement that You previously executed.

In the event of a conflict between this Agreement and any other Account Rules, agreements or disclosures that apply to Your Accounts, this Agreement shall govern and prevail, unless otherwise specified in this Agreement.

VI. Funds Transfer.

Funds transfer is the allocation of funds from one Account to another Account. You assume responsibility for verifying availability of funds at the time of transfer request. You are solely responsible for setting the Funds Transfer limits/levels. Uncollected funds may be accessed for funds transfer and check clearing, subject to DMB approval and applicable fees.

VII. Access Limitations.

The Online Banking site may be down every Monday morning from 3:00 am to 5:00 a.m. CST for weekly backups and loading of releases.

VIII. Hardware and Software Requirements.

You shall be responsible for acquiring the required hardware and/or software and its installation and maintenance as may be established by DMB from time to time. DMB shall not be liable to You for any malfunction, failure to function, inaccuracy or other failure of the Service to operate as expected and that no security standard established by DMB, or by any other outside party, is all inclusive and fool proof. You bear the risks of any security breaches.

IX. Contact Us.

You may contact DMB at (1-608-846-3711) or at DMB Community Bank, P.O. Box 419, DeForest WI 53532. You should use this address for any required written notices.

X. Discontinuation.

DMB may modify, suspend or terminate Your privilege of using the Service and may withhold approval of any transaction, at any time, without prior notice to **Customer**. DMB reserves the right to amend, alter or revoke this Agreement at any time by providing written notices.

XI. Third Parties.

Customer understands that third parties other than DMB provide support and services relating to the Service, and You authorize DMB to contract with third parties to provide such support and service.

XII. Authorization.
Customer warrants, as of the date of this Agreement and at any time the Service is used or performed, that: a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; b) it has the requisite power and authority to execute and deliver, and to perform its obligations under this Agreement and the Services used or performed by it; c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement and the CMM Addendum if attached or any Service used or performed has been obtained; and e) that Bank may rely on the above warranties until notified to the contrary by **Customer**.

Cash Management Module Addendum

Options *(please complete for those transactions that you anticipate performing via DMB's Cash Management Service)***:**

Select	Transaction Type	Purpose	Frequency	Maximum $ Per Batch
☐	**ACH Debits**			
☐	**ACH Credits**			
☐	**Wires**			

I. Designated Accounts.
This Addendum is part of, and incorporates by reference all the terms and conditions of the Online Banking ("OB") Agreement entered into between the Bank and Customer, and shall control all the accounts held by Us under Your TIN under the Bank's Commercial Online Banking Cash Management Module. Customer understands that the Cash Management Module is a very flexible, powerful program, that empowers Customer and its agents, employees and authorized users, broad access and control to, and over, Customer's accounts that are held by Us on Customer's TIN. As a result, Customer should fully read and understand the conditions contained within this Addendum.

II. Defined Terms.
This Addendum relies on terms defined in the OB Agreement and the other terms that may be set forth more completely in other agreements that You and the Bank have previously entered into.

III. Services.
Based upon Your acceptance of this Addendum, the Bank may provide to You its Cash Management Module ("CMM"). The CMM may provide the following additional Services:

- Customer Designated User Authority
- ACH Origination
- Wire Transfer Origination

IV. Customer Responsibility
You are responsible, as the Administrator of the CMM, to control all user id's, levels of access and authority allowed under the CMM. You are also solely responsible for the individuals that You have authorized to have access to the CMM Service. You understand that by granting an individual any Security Feature, you are authorizing them to be considered an authorized user and/or sole-signatory to any and all services provided by the Bank's OB and CMM programs. All transactions under the CMM are performed under your password and are performed electronically automatically, so it is Your responsibility to install proper security clearances and authorizations. This is especially true if You have an account that typically would require more than one signature in order to withdraw funds. The OB and CMM do not require multiple signators – only access to the Security Features. You can not rely on Us to confirm the appropriateness of any transactions conducted under Your password and/or the Security Features that You have not maintained in accordance with this Agreement.

VI. ACH Origination Services

Customers requesting access to ACH Origination Services via the Bank's Online Banking and Cash Management Module must also complete and agree to the terms and conditions of the Bank's ACH Origination Agreement.

VII. Termination or Discontinuation.

You must notify Us in writing if You wish to discontinue Online Banking or the CMM Services at least 10 Business Days in advance. Only the Administrator has the ability to terminate the Service. Neither termination nor discontinuation shall affect Your liability or obligation under this Addendum.

VIII. Liability.

DMB shall not be liable for any damages whatsoever arising in connection with the accuracy and completeness of information supplied through Online Banking regarding Your Account. We will exercise ordinary care in providing the Service and will be responsible for a loss sustained by You only to the extent such loss is caused by DMB's reckless or willful misconduct. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care, nor shall DMB have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have reasonably been foreseen by DMB. Under no circumstances shall DMB be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any Service which is caused by interruption of communication facilities, DMB's authority not to honor a transaction if DMB believes, in its sole discretion that it will protect You, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by You or any third party, strikes or lockouts, emergency conditions, riots, war, terrorists acts, acts of government or other circumstances which are unavoidable beyond Our control. DMB shall not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any law, regulation or requirement of any government authority.

IX. Indemnification.

You shall indemnify and hold harmless DMB and each of its directors, officers, associates, agents, successors and assigns ("Indemnitees') from and against all liability, loss and damage of any kind incurred by or asserted against Indemnitees in any way relating to or arising out of any Service, by reason of any acts or omissions of You or any third party or otherwise, except to the extent such liability, loss or damage is caused by the gross negligence or willful misconduct of such indemnitees and provided that reliance without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by You or Your agents will in no event constitute gross negligence or willful misconduct on the part of such Indemnitees.

X. Exclusion of Warranties.

BY USING ONLINE BANKING AND CASH MANAGEMENT, YOU AGREE TO ACCEPT COMPLETE RESPONSIBILITY FOR THE USE OF THIS SERVICE, YOUR PASSWORD AND YOUR AURTHORIZED USERS. DMB, AND ITS RESPECTIVE OFFICERS, DIRECTORS, ASSOCIATES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO YOUR, AUTHORIZED OR UNAUTHORIZED USE OF ONLINE BANKING AND CASH MANAGEMENT. DMB FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

XI. Fees. There are fees for using the ACH Origination Services. See Schedule C of the ACH Origination Agreement.

Business Acknowledgment:

The following individuals, representing all the owners, partners, members, shareholders or officers of the Business, and having received, or waived any requirement of, notice as required by the Wisconsin statutes or the Business's partnership agreement, operating agreement or corporate bylaws, do hereby acknowledge that they have reviewed this Agreement and Addendum and agree to be bound by terms and conditions.

_____

Customer (Legal Name Of Organization/s)

_____

****Required: E-Mail Address for Release Updates****

_____

Phone

Authorized Signer	**Authorized Signer**
Title	**Title**
E-Mail Address	**E-Mail Address**
Authorized Signer	**Authorized Signer**
Title	**Title**
E-Mail Address	**E-Mail Address**

For Internal Use Only (to be completed by approving officer):

ACH Credit Risk: $_____ ACH Debit Risk: $_____
(customer to credit recipients) *(customer to debit from recipients)*

Allow Process to Exceed Limit? Y or N

ACH Transaction Class Types
____ CCD(+) Corporate Credit or Debit (ex. consolidate funds from one institution to another, business to business payments)

____ PPD(+) Prearranged Payment and Deposit Entry (ex. payroll, monthly dues)

____ Other: _____

Wire Risk: $_____ Allow Process to Exceed Limit? Y or N

Approving Officer's Signature: _____ **Date:** _____

Maintenance by New Accounts Personnel

Loan Officer approval on ACH
Qualification Data Sheet_____ Date _____

ACH Origination Agreement_____ Date _____

Red Folder prepared _____ Date _____

Entered in Precision _____ Date _____

CM Setup on BankSide _____ Date _____

Token Setup on BankSide _____ Date _____

Add to CM Applications _____ Date _____

E-Mail Lynn to add to
Board Agenda _____ Date _____

Password Sent _____ Date _____

Checked by _____ Date _____

Mail Corp ACH Rules
CD-ROM _____ Date _____

Notes (please list any changes to rights here and obtain officer approval):