

**Agreement and Disclosures**

User ID Sent \_\_\_\_\_  
Password Sent \_\_\_\_\_  
Checked By \_\_\_\_\_

This Agreement is between DMB Community Bank, and \_\_\_\_\_  
("Customer") whose principal address  
is: \_\_\_\_\_

**Options**

- 1 Online Banking
- 2 Inquiry Only (no funds transfer)

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

**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 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 that You are solely responsible for the security of Your password and the permissions and authority it grants to the Administrator of Your Account. You shall not disclose or make the password available to anyone else. Your use of the password is Your signature authorizing transactions and the establishment of any user ids or authorizations available through the Service. Anyone who has access to the password will have access to OB and all Your designated Accounts and Services. 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 (not available for Inquiry Only users)
- Bill Pay (not available for Inquiry Only users)
- View Check Image
- Transact Loan Payments (not available for Inquiry Only users)
- Stop Payment Requests

#### **V. Account Rules-Disclosures.**

This Agreement is intended to supplement and not to replace other agreements between You and DMB relating to Your Accounts, including, without limitation, Deposit Account Rules, TISA 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. Funds transfer is not available for certificate of deposit Accounts. If you have chosen Option 3, 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. Stop Payment Orders.**

Given the nature of the Service, the following information is required in order to place a valid stop payment using CMM Service: Account number, issue date, check number, amount, payee, and a printed confirmation statement from the CMM. In addition, DMB must receive Your printed confirmation statement with a valid signature within fourteen (14) days of Your request and Your stop payment order will remain valid for a period of six (6) months. If You wish to extend Your stop payment order beyond the expiration of Your initial request, You must contact Us and follow Our procedures for renewing stop payment orders.

You understand that a printed confirmation request is required to create a valid stop payment request. When the system is unavailable, a printed confirmation will not be provided, and the stop payment request is not valid. If the printed confirmation is not received by DMB within fourteen (14) days or does not have a valid signature, the stop payment request is not valid.

#### **VIII. Access Limitations.**

The Online Banking site may be down every Wednesday from 5:00 – 7:00 a.m. CST for weekly backups and loading of releases.

#### **IX. Hardware and Software Requirements.**

You shall be responsible for acquiring the required hardware and/or software and its installation and maintenance. DMB shall not be liable to You for any malfunction, failure to function, inaccuracy or other failure of the Service to operate as expected.

#### **X. 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.

#### **XI. 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.

