First National Bank of Eagle River

Online Banking Service Agreement and Disclosure Statement

By signing an application and enrollment form (the "Application") to subscribe to certain personal computer banking and related services offered by First National Bank of Eagle River, a National Bank located in Eagle River, Wisconsin, as described in this Service Agreement and Disclosure Statement (this "Agreement") and as otherwise made available by the Bank from time to time (collectively, "E-Z Net"), or by your initial access to E-Z Net, and in consideration of our allowing you access to E-Z Net, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the "Bank", "First National Bank of Eagle River", "we", "us", or "our" refers to First National Bank of Eagle River, a Wisconsin bank, and each reference to "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of the E-Z Net services with respect to the account. Each time you use E-Z Net constitutes confirmation by you of your agreement to and understanding of the terms of this Agreement and any screens that appear on your computer when you sign on to First National Bank of Eagle River Web Site. This agreement will be effective as of the date of our acceptance of this Agreement as evidenced by our issuance of a PIN to you as provided in Section 3. Please read this Agreement carefully and keep it for future reference.

BROWSER SECURITY. E-Z Net transmits data Using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. It is important to verify that a secure connection between your browser and the Internet Banking server has been established before transmitting any confidential account information over the Internet. An indicator on your web browser can verify this. Netscape Navigator has a key symbol that appears in the lower left corner of the screen. When the symbol appears "solid" transmitted data is being encrypted. When this symbol appears "broken", a secure session has not been established. Similarly, Microsoft Internet Explorer has a lock symbol that appears when data is being encrypted. When this symbol does not appear, a session is not secure.

HOST SECURITY. E-Z Net's web server does not connect directly to the Internet. It is buffered from the Internet through the use of a firewall. All access from outside the bank must go through this firewall, which screens the requests and allows only valid http traffic to reach the server. First National Bank of Eagle River's Internet Banking makes use of an ICSA certified firewall.

LINKS. Links to non-First National Bank of Eagle River websites contained in this site are offered only as pointers to sources of information on subjects that may be of interest to users of the First National Bank of Eagle River website, and First National Bank of Eagle River is not responsible for the content of such sites as we have no control over what is displayed there. First National Bank of Eagle River does not guarantee the authenticity of documents at such sites, and links to non-First National Bank of Eagle River sites do not imply any endorsement of or responsibility for the ideas, opinions, information, products, or services offered at such sites. Use of links to any non-First National Bank of Eagle River site is solely at the user's own risk.

1. Hardware and Software Requirements. To be able to use E-Z Net, you must provide your own personal computer (a "PC") with a modem and related equipment (the "Hardware"). You also must provide the type of telephone service and Internet access service required by the Hardware and/or the Software. Once the Hardware has been properly connected to the telephone service, and any required Internet access has been established, you will be able to access the E-Z Net services through the PC banking service provider (the "Service Provider") that will act as an interface between you and the Bank. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of the Hardware, the Software, the telephone service, and the Internet access service (if applicable) to your PC, and for all related costs. You are solely responsible for scanning the Hardware and the Software for computer viruses and other related problems before you use them.

2. The Accounts. You agree to use E-Z Net solely for the services described in this Agreement and designated by you in the Application or subsequently designated by you as provided in Section 5, and solely in connection with each deposit account (collectively, the "Deposit Accounts") and each loan account (collectively, the "Credit Accounts") held by the Bank and designated by you in the Application or subsequently designated by you as described below (collectively, the "Accounts"), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple accounts, and at least one (1) of the Deposit Accounts must be a checking account with unlimited check-writing privileges. You may add any account for which you, or all of you if more than one, are depositor, borrower, authorized signer, or authorized user by notifying the Bank or by visiting any Bank branch office. If you close or delete the only checking account designated for E-Z Net, you will no longer be able to use E-Z Net.

3. PIN; Confidentiality of PIN. All E-Z Net transactions or inquiries must be initiated by use of your E-Z Net personal identification number (the "PIN"). We will assign you a PIN after we have accepted your Application. The first time you sign on E-Z Net, you will be required to select a new PIN. You may change your PIN from time to time, as provided in the Software. It is recommended that you do not use your social security number, birthdays,

names, or other codes that may be easy for others to determine as your PIN. No Bank employee will ever ask for your PIN, nor should you provide it to anyone unless you intend to allow that person access to your accounts. YOU AGREE TO KEEP YOUR PIN CONFIDENTIAL. USE OF THE PIN BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH E-Z NET. You agree that any E-Z Net transaction or request initiated by use of the PIN will be subject to and governed by this Agreement.

If you authorize another person to use your PIN, that person can use E-Z Net to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your sharing of your PIN is strongly discouraged by the Bank, and done at your sole risk and peril.

If a third party should gain access to your PIN, you alone are responsible for changing the PIN so as to deny the third party's access to your banking information. Given the electronic nature of these transactions, the Bank shall have no liability to you in the event a third party should gain access to your PIN through no fault of the Bank.

You should always exit E-Z Net after you finish viewing your accounts. Never leave your computer unattended while accessing E-Z Net. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your PIN.

4. Business Days. Business days for the Bank and for E-Z Net are Monday through Friday, excluding holidays. You may access the accounts through E-Z Net 24 hours a day, seven days a week, except that First National Bank of Eagle River may perform regular maintenance on our systems or equipment, which may result in errors or interrupted service. We may also find it necessary to occasionally change the scope of our services. First National Bank of Eagle River cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.

5. Online Services. You may use E-Z Net to perform any of the following services designated by you in the Application or subsequently added by you as provided below:

A. To transfer funds between any checking, savings or money market deposit accounts;

B. To transfer funds from any Deposit Account, such as checking, savings, or money market deposit accounts into any Credit Account or Christmas Club Account.

C. To receive and download balance and transaction information for First National Bank of Eagle River accounts;

D. To receive e-mail from and transmit e-mail to the Bank, all as described in this Agreement and the Software. You may sign up for or cancel any service by contacting First National Bank of Eagle River. As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer as defined below.

6. Transfers to and from Accounts.

A. Deposit Accounts. You may use First National Bank of Eagle River to initiate electronic fund transfers from one Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, as provided in this Agreement. These types of transactions are referred to in this Agreement as "bank transfers".

B. Authorization. You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through E-Z Net by you or by any other person who is authorized to use your PIN. You agree that we may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and your deposit agreement(s) with us.

C. Limitations. Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. 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.

D. Time of bank transfers; posting; funds availability. If you initiate a bank transfer of available funds on or before five (5:00) p.m. Central Time on a business day, the bank transfer will be posted to the Deposit Account on the same business day. If you initiate a bank transfer other than before five (5:00) 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 business day following the business day the bank transfer is posted to the Deposit Account. Please refer to the following schedule for posting and funds availability information (intervening holidays with alter this schedule):

If bank transfer is initiated before 5:00 pm Central Time	Funds will be posted on:	Funds will be available on:
Monday	Monday	Tuesday
Tuesday	Tuesday	Wednesday
Wednesday	Wednesday	Thursday
Thursday	Thursday	Friday
Friday	Friday	Saturday
Saturday	Monday	Tuesday
Sunday	Monday	Tuesday

Except as expressly otherwise provided in this Section, transferred funds will be available for transfer and withdrawal as provided in our Schedule of Funds Availability (the "Schedule of Funds Availability"). The schedules provided in this Section are subject to the provisions of Section 13.

7. Account Information. You may use E-Z Net to receive, download, and store or print information regarding an account that is routinely set forth in the statement for the Account, debits and credits made to the account, amounts and item numbers for items drawn on the account (if applicable), and the daily account balance (including interest credited to a Deposit Account and finance charges accrued on a Credit Account). All account information provided via E-Z Net will be current as of the end of the preceding business day, and is subject to further adjustment and correction. Information provided to you is subject to change, we cannot assure you of the accuracy or completeness of the information and expressly disclaim the same. You will still receive your usual periodic statement of account, and adjustments may have been made to your account in connection with the preparation of your statement.

8. Electronic Mail Service. You may use E-Z Net to send electronic mail ("e-mail") to us and to receive e-mail from us. The e-mail service may not be used to make bank transfers between accounts or to make bill payments from an account. E-mail transmitted by you to us via E-Z Net often will not be delivered to us immediately. **If you need to contact us immediately to stop payment, to report an unauthorized use of your PIN, to report unauthorized access to an account, or for any other reason, you should call us at 1-715-479-4406**. We will not be responsible for acting on or responding to any e-mail request made through E-Z Net until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that my affect your use of E-Z Net.

9. Additional Service. We may, from time to time, make additional services available through E-Z Net. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services.

10. Fees and Charges. Access to the First National Bank of Eagle River web site is furnished at no charge to the customer. First National Bank of Eagle River has not instituted a charge for viewing your accounts, or Completing transfers to and from your individual accounts.

11. Errors and Adjustments. We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.

12. Account Reconciliation. The Deposit Account statements or other notices provided to you by us will notify you of the execution of bank transfers or bill payments and the debits to the Deposit Account made with respect to such bank transfers. You agree that we will not be required to provide any other notice to you of the execution of bank transfers. You agree to promptly examine each statement for a Deposit Account and to promptly report any discrepancies between your records and the Deposit Account statements or any other notices mailed by the Bank to you, as provided in Section 13.

13. Your Liability for Unauthorized or Erroneous Transfers. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through E-Z Net. You have the obligation to immediately notify the Bank if your PIN has been lost or stolen, or if someone has transferred funds from your account through E-Z Net without your permission (or is contemplating do so). You could lose all the money in your Deposit Account, some or all of the money in any linked account, or up to your maximum overdraft line of credit if you have a check overdraft protection line of credit, if you fail or refuse to immediately advise the Bank of the unauthorized use of your PIN. **If you believe your PIN has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission call: (715)479-4406**

Or write:

First National Bank of Eagle River
PO Box 1209
Eagle River, WI 54521

14. Rejection of Bank Transfers; Overdrafts. You acknowledge that the Bank or the Service Provider may from time to time, in its sole discretion, reject any bank transfer if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen. The Bank or the Service Provider may from time to time, in its sole discretion and without any obligation to do so, make any bank transfer even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither the Bank nor the Service Provider will have any liability whatsoever for rejecting any bank transfer. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

15. Disclosure of Deposit Account Information to Third Parties. You agree that we may from time to time disclose to third parties information about your Deposit Account or the transactions that you make through E-Z Net. We will disclose information to third parties about your Deposit Account or the transfers you make:

A. Where it is necessary for completing bank transfers or providing any other service in connection with E-Z Net; or

B. In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or

C. In order to comply with government agency or court orders; or

D. If you give us your written permission.

16. Other Agreements; Severability; Governing Law. The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Deposit Account(s), the applicable account disclosures, the Service Schedule, the Schedule of Funds Availability, the Bank's Electronic Fund Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, and the Application, all as may 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 or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. 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. This Agreement will be governed by the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Wisconsin, without regard to such state's rules regarding conflict of laws.

17. Amendments. We may amend this Agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mailing or otherwise delivering it to you or posting it in our full-service branch offices at least 10 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to you: (a) if the Software or the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.

18. Termination. You agree that we may cancel or restrict your use of E-Z Net or any E-Z Net service at any time upon such notice (including e-mail) as is reasonable under the circumstances. You may cancel E-Z Net by written request to the Bank at any time.

19. Assignment. You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.

20. No Third-Party Beneficiaries. This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

21. CHOICE OF FORUM AND JURY TRIAL WAIVER. In the event any litigation is instituted to enforce or interpret the terms of this Agreement, you agree that the exclusive forum therefore shall be the Circuit Court of Vilas County, Wisconsin. In the event that the Bank is the prevailing party, the Bank shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred including, but not limited to, those incurred incident to any appeal. YOU AND THE BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ALL DISPUTES, CONTROVERSIES AND CLAIMS BY, BETWEEN OR AGAINST EITHER YOU OR THE BANK WHETHER THE DISPUTE, CONTROVERSY OR CLAIM IS SUBMITTED TO ARBITRATION OR IS DECIDED BY A COURT.

22. OWNERSHIP of MATERIALS. The content and information on our site is the property of **First National Bank of Eagle River**. It should not be duplicated or copied by any means.

I have read this agreement and understand its contents as evidenced by my signature below. I hereby agree to the terms set forth within the agreement and understand that this acknowledgement is a required part of the online banking application and agreement.

Customer Signature	Date Signed
Customer Name	E-Z Net ID Number
Authorized Employee Signature	
Authorized Employee Name & Title	