

**AGREEMENT AND DISCLOSURE  
FOR ELECTRONIC FUND TRANSFERS**

**ACCOUNT NUMBER: 123456 - Eagle Checking**

**1. Coverage.** You have requested that we permit you to access an electronic funds transfer system to make certain electronic funds transfers described in paragraph 9(b) and (if applicable) that we issue to you an automated teller card or debit card ("Card"). By requesting, receiving, signing, using, authorizing another to use or otherwise accepting the Card (including any replacement or substitute Card), an electronic funds transfer or the electronic funds transfer system, you and any authorized users, agree to be bound by this Agreement. The electronic funds transfer system and any Card (if issued to you) are collectively referred to in this Agreement as the "EFT System." References in this Agreement to use of your Card also include use of the Card number without use of the plastic. This Agreement applies to all persons that are party to the accounts that are accessed through the EFT System. Every person who owns or is authorized to use the accounts is responsible for the use of the EFT System. In this Agreement, the terms "you" and "your" refer to each party to the account and to each authorized user, and the terms "us," "we," and "our" refer to the Bank. Transactions and accounts governed by this Agreement are also subject to applicable federal and Wisconsin laws and regulations and any other rules or agreements governing or referring to the transactions or accounts, including but not limited to account agreements, debit card rules, funds availability rules, depository agreements and the Operating Rules of the National Automated Clearing House Association. Except as may be specifically indicated in this Agreement, in cases of inconsistency or conflict between the other rules or agreements and this Agreement, this Agreement shall control.

You authorize us to charge your account(s) for all authorized transactions resulting from the use of the EFT System or resulting from any other authorized transfers and you assume all responsibility and liability for all such transactions. All deposits, payments and transfers made through the use of the EFT System or by any other authorized transfer are subject to proof and verification by us. Deposits made after our cutoff time will be credited the following business day.

**2. Authorized Use of Card and PIN.** We will issue one or more codes or personal identification number(s) (all called "PINs") to you for use in connection with the EFT System. You agree not to disclose the PINs to anyone other than authorized users of the EFT System. If anyone uses your Card or your PINs with your permission, you will be responsible for any charges made to the account. You agree to safely keep the Card and PINs, not to record the PINs on a Card or otherwise disclose or make it available to anyone other than an authorized user, and to use the Card and PIN only at terminals that accept the Card and as instructed. Never enter the PIN in any terminal that does not look genuine, has a suspicious device attached, or is operating in a suspicious manner.

**3. Liability Disclosure.** (a) Tell us AT ONCE if you believe your Card or your PINs have been lost or stolen or if you believe there have been unauthorized transfers to or from your account or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit.) Subject to limitations in paragraph 3(b), below, if you tell us within two business days after you learn of the loss or theft of your Card or your PINs, you can lose no more than \$50.00 if someone used your Card or your PINs without your permission. But, if you do NOT tell us within two business days after you learn of the loss or theft of your Card or your PINs and we can prove we could have stopped someone from using your Card or your PINs without your permission if you had told us, you could lose as much as \$50.00. Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 a hospital stay) kept you from telling us, we will extend the time periods.

(b) Your liability for unauthorized transactions made using your Card is further limited, and any applicable conditions to these limitations on your liability for unauthorized transactions using your Card, are as follows:

N/A

**4. Address and Telephone Number.** If you believe your Card or PINs have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write: 715-479-4406  
First National Bank of Eagle River, 400 E Wall St., PO Box 1209, Eagle River WI 54521

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**5. Business Day Disclosure.** For purposes of these disclosures, our business days are Monday through Friday. The following holidays are not included as business days:  
New Years Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day

**6. Goods and Services Purchased.** If a merchant accepts the Card in payment of goods or services, and you receive credit from the merchant for goods returned or adjustments, your account will be credited. We will not make cash refunds to you on purchases made with the Card. Unless your use of the Card results in a loan from us to you, you must raise any claim or defense with respect to goods or services purchased with your Card directly with the merchant who honored the Card.

**7. Terminal Malfunctions.** Terminals and these services are available for your convenience and we are not liable for the unavailability or failure to operate of all or any part of a terminal. You release us from liability for personal injury or property damage incurred by you in connection with use of the Card or any terminal and consequential damages incurred in connection with the use of a Card or terminal.

**8. Termination.** We may terminate your privilege of using the EFT System and we and/or VISA and/or MasterCard as applicable may withhold approval of any transaction at any time. The privilege of using the Card and your PINs by any of you may be terminated by any one person who can use the accounts accessible with the Card or PINs. The Card is our property and shall be surrendered by you to us upon request and regardless of who terminates the Card privileges. Termination shall not affect the rights and obligations of the parties for transactions made with the EFT System before the privileges are terminated.

**9. Account Access.** You may make the following types of electronic funds transfers: (a) You may use your Card (or in some cases the Card number) and its PIN, when required, to accomplish the following transactions (some of these services may not be available at all terminals.):

Make Deposits  
Make Withdrawals  
Transfer Funds  
Balance Inquiry

Make Purchases

(b) You may make the following types of electronic funds transfers (other than by using your Card):

You may preauthorize a one-time and/or recurring debit(s) from and/or credit(s) to your account(s). You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to (i) pay for purchases and (ii) pay bills.

**10. Limitations on Transfers.** (a) Under federal regulations you may not make more than six (6) transfers and withdrawals per month by means of a preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order payable to third parties from each of your savings and money market deposit accounts. If a transfer from your account will cause you to exceed these limits, we may not execute the transfer. There are no other limitations on the amount or frequency of preauthorized transfers to or from your accounts. Transactions conducted with a Card at an automated teller machine do not count toward these limitations. Your account is subject to the following limitations, which may restrict your ability to make electronic funds transfers.

N/A

(b) The following specific limitations apply to the frequency and dollar amount of other types of transfers that you may make using your Card:

You may make only 5 cash withdrawals from ATM terminals each day.

You may withdraw up to \$200.00 from ATM terminals each day.

At point of sale terminals accepting your card issued in connection with your account, you may make no more than 5 purchases each day.

At point of sale terminals accepting your card issued in connection with your deposit account, you may buy no more than \$500.00 worth of goods or services each day.

Other terminals or terminal operators may have other limits on the amount and frequency of withdrawals or deposits.

(c) The following specific limitations apply to other types of electronic fund transfers that you may make:

N/A

For security reasons, there may be other limits on transfers you may make.

**11. Notice Regarding Illegal Transactions.** You agree that you will not use your Card for any illegal gambling or any other illegal transaction. We reserve the right to block the use of your Card for a gambling transaction.

**12. Overdrafts/Credit Account.** Each withdrawal or transfer from an account is an order to us to pay from that account at that time, which we may charge against the account even though the charge creates an overdraft. The time required to charge or credit your account after you use your Card will depend on the location of the terminal and the type of transaction, however we reserve the right to charge your account immediately upon your request for the funds transfer. If you overdraw your account you agree to immediately pay us 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 rather than this Agreement. If any account is a credit account, such as a Visa card or MasterCard card account, you should refer to the agreement provided in connection with that account for your rights and responsibilities relating to transactions affecting that account in which the Card is used.

**13. Charge for Transfers.** We will charge you for electronic fund transfers the fees, if any, identified in our current fee schedule accompanying this Agreement, as may be amended from time to time. When you use a terminal not owned by us, you may be charged a fee by the terminal/network operator and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. You will be notified of any such fee when you use the terminal. You may also authorize a payee to electronically debit from your account a fee because a check you presented to the payee was returned for insufficient funds.

**14. Terminal Transfers.** Unless you are transferring \$15 or less to or from your account using an electronic terminal that accepts your Card, you can get a receipt at the time you make any transfer to or from your account using an electronic terminal that accepts your Card.

**15. Periodic Statements.** Unless the only type of electronic transfer that you receive is a preauthorized deposit to your passbook account, you will get a monthly account statement. If there are no transfers in a particular month, you will get a statement at least quarterly.

**16. Passbook Account Where the Only Possible Electronic Fund Transfers are Preauthorized Credits.** If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

**17. Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 715-479-4406 to find out whether or not the deposit has been made.

**18. Preauthorized Withdrawals.**

(a) Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 715-479-4406 or write us at First National Bank of Eagle River  
400 E Wall St., PO Box 1209, Eagle River WI 54521, in time for us to receive your request,

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 14 days after you call. We will charge you for each stop payment order you give the charge for stopping payment identified in our current fee schedule accompanying this Agreement as may be amended from time to time.

(b) Notice of Varying Amounts. If these regular payments may vary in amount the person you are going to pay will tell you, 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.

(c) Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 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.

**19. Our Liability For Failure to Make Transfers.** 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, your account does not contain enough money to make the transfer.
- if the money in your account is subject to legal process or other encumbrances restricting the transfer.
- if the transfer would go over the credit limit on your overdraft credit plan, if any.
- if the terminal where you are making the transfer does not have enough cash.
- if the terminal or transfer 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 transfer despite reasonable precautions that we have taken.
- if incomplete or inaccurate information is forwarded by the U.S. Treasury or through an automated clearing house.
- as otherwise indicated in the Agreement.

**20. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make: (a) to third parties where it is necessary for completing or tracing transfers or resolving errors or claims; or (b) to verify or disclose the existence, amount or condition of your accounts for third parties, such as credit bureaus, merchants or other financial institutions; or (c) pursuant to court orders and other legal process; or (d) to comply with subpoenas, summonses, search warrants or requests from government agencies; (e) to comply with state or federal laws requiring us to provide information regarding depositors and their accounts to governmental agencies; (f) to other companies affiliated with us, unless you have opted out of such disclosure in accordance with our Deposit Account Rules or privacy policy we provide to you; (g) to others with your consent; or (h) otherwise in accordance with our privacy policy we provide to you.

**21. Foreign Currency Conversion and International Fees.** If you use your Card or account for a transaction in a foreign country, the transaction amount will be converted to U.S. currency. Depending on whether you use a VISA or MasterCard debit card, VISA or MasterCard may do the conversion. If the transaction is processed by VISA, VISA will use a currency conversion rate it selects from the range of rates available in wholesale currency markets for the day prior to the central processing date of the transaction or the government-mandated rate in effect for the day prior to the central processing date. If the transaction is converted by MasterCard, MasterCard will use either a government-mandated exchange rate or a wholesale exchange rate. The rate MasterCard uses for a particular transaction is the rate MasterCard selects for the applicable currency on the day the transaction is processed. The rate used to convert a particular transaction may differ from the rate VISA or MasterCard itself receives and may differ from the rate applicable on the date the transaction occurred or was posted to your account. In addition, a currency conversion assessment equal to a percentage of the transaction amount debited to your account may be charged and you agree to pay such currency conversion assessment, if any, identified in the Schedule of Fees and Charges. You agree to pay charges and accept credits for the converted transaction in accordance with these terms, the Schedule of Fees and Charges and the then current applicable VISA or MasterCard rules. Charges that are based on a percentage of the amount of the transaction will be calculated on the transaction amount in U.S. Currency. If a transaction is made in a foreign country or with a merchant in a foreign country, you may be charged a fee equal to a percentage of the transaction amount debited to your account in United States dollars, and you agree to pay this international transaction fee, if any, identified in the Schedule of Fees and Charges.

**22. Amendment.** We may amend this Agreement upon giving you such notice as may be required by law, effective upon the date indicated in the notice.

**23. Additional Provisions.**

See attached VISA Card Addendum, which is incorporated into this Agreement.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR  
ELECTRONIC TRANSFERS**

Telephone us at 715-479-4406

or

Write us at First National Bank of Eagle River, 400 E Wall St., PO Box 1209, Eagle River WI 54521

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, point of sale, or foreign-initiated transactions, 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.

If a notice of error involves unauthorized use of your point of sale debit card with the Visa or MasterCard logo when it is used as a Visa or MasterCard point of sale debit card, then the additional applicable Visa or MasterCard rules on error resolution shall also apply.

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**VISA CARD ADDENDUM**  
to  
**Agreement and Disclosure for Electronic Fund Transfers and Business Debit Card Agreement**

Your Card may be used to conduct transactions on the VISA network ("VISA Transactions") and on the following debit networks:

**Shazam, Pulse, Cirrus**

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("PIN Debit Network Transactions".)

When your Card and its PIN are used together in a transaction, the transaction will be a PIN Debit Network Transaction. We have also authorized use of the Card without using a PIN. When your Card is used without a PIN, the transaction may be a PIN Debit Network Transaction or it may be a VISA Transaction.

When your Card is used without its PIN, whether the transaction is a VISA Transaction or a PIN Debit Network Transaction is determined based on choices made during the transaction or the choices the merchant makes in processing the transaction.

For example, a Card transaction will be a VISA Transaction if a receipt is signed. Likewise, if the merchant provides a choice as to whether a transaction is a "credit" transaction or a "debit" transaction, and "credit" is selected and no PIN is provided, the transaction is a VISA Transaction. If a merchant processes Card transactions without obtaining a PIN and does not provide a choice as to whether to process the transaction as a credit or debit transaction or any other options regarding the network to be used for processing the transaction, the transaction may be processed as a VISA Transaction or as a PIN Debit Network Transaction depending upon the merchant and the merchant's choices.

If a transaction is a PIN Debit Network Transaction and is not a VISA Transaction, the provisions in the Agreement to which this Addendum is attached addressing VISA Transactions, do not apply to the transaction.

