

April 2016

Fox River State Bank
eStatement Terms and Conditions

Electronic Delivery of Statements

By completing/accepting the terms and conditions you agree to permit Fox River State Bank ("The Bank") to make disclosures and provide billings/statements/notices to you in electronic form, instead of providing such documents in written form.

Your consent and agreement shall relate to all forms of disclosures and billings/statement/notices required under applicable law as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion, to electronically deliver your billing(s), account statement(s) and notices that we are required to provide you under applicable Federal and State statutes and their implementing regulations, as amended from time to time.

Other Federal and State laws and regulations ("laws") may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your election also authorized us, at our discretion, to provide electronic delivery of such billings, statements and notices pursuant to these laws after they become effective.

Terms and Conditions of Your Electronic Statement Agreement

By entering into this Agreement, you accept all the terms and conditions contained in the agreement. Please read it carefully.

The terms and conditions of your Account Agreement and Disclosure for each of your bank accounts as well as your other agreements with the Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Wisconsin. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

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Definitions

“We”, “Our”, “Us” or “The Bank” mean Fox River State Bank.

“You” and “your” refer to the account owner(s) authorized by the Bank to receive eStatements under this Agreement.

“Account” or “accounts” means your accounts at the Bank.

“Business days” means any calendar day other than Saturday, Sunday or any holidays recognized by the Bank.

Consent to Electronic Delivery of Account Billings and Statements

You have the right to receive monthly, printed Account billings and statements mailed to your mailing address of record. By entering into this Agreement, you understand that the Bank will cease providing you with printed billings and statements in the mail, and that all future account billings and statements will be maintained on a website that you may access to obtain, view, print and otherwise copy/download your periodic bills and statements. Each month we will send a notice advising you of the availability of your eStatement. You may then access your bills and statement(s) via a link to our website using the procedures we authorize. You agree to notify us immediately, in person, via telephone or via U.S. Mail, of any change in your e-mail address. For your protection and for security purposes, we will not accept any change of e-mail address notices via email.

You understand that if you decide in the future that you would like to receive printed statements in the mail instead of receiving eStatements electronically, you agree to notify the Bank in person, via telephone, or via U. S. Mail. Our telephone number and postal mail address are listed below in the section entitled “Communications between the Bank and You.”

Security

You understand the importance of your role in preventing misuse of your accounts and your agree to promptly examine your eStatement for each of your Fox River State Bank accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account.

For security reasons, we will require the use of an individualized password to gain access to your Fox River State Bank bills and statements. If you are prevented access due to an incorrect password, please contact us at Fox River State Bank. Your logon password is confidential information that should be known only by you. Fox River State Bank will not, for any reason, ask for your logon password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon password confidential.

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Periodic Bills and Statements

By enrolling to receive eStatements, you will not receive a separate printed and mailed bill or statement.

Your e-Statement will be dated the day of the e-mail notifying you of the availability of your bill or eStatement (the "E-mail Date"). You must promptly access/review your bill or eStatement and any accompanying items and notify us in writing within the applicable time period specified in your Account Agreement and Disclosure of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to access/review your bill or statement, you are still fully responsible to access/review the bill or statement for errors, unauthorized signatures, lack of signatures, alterations, or other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the eStatement.

If you need to obtain a printed copy of a bill or statement that has not been mailed to you because you have enrolled to receive eStatements instead, please call the Bank at 262-767-8600.

Change in Terms

We may change the term of this Agreement at any time. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one account owner will be effective for all. We reserve the rights to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the bill or eStatement provided to you under this Agreement. We do not and cannot warrant that bills and eStatements will operate without error, or that eStatements will be available at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special, or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of eStatements, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory. Further, in no event shall the liability of the Bank and its affiliates exceed the amount paid by you for the services provided to you through eStatements.

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Communication between the Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Telephone: You can contact us by telephone at: 262-767-8600
Fax: You can send a fax to us at: 262-767-8954
Postal Mail: You can write us at: 241 E Jefferson Street
Burlington, WI 53105

eStatement Procedures

You will receive an e-mail shortly after the end of each billing or statement period (not all accounts generate monthly statements) with your eStatement. You may link to the Bank's eStatement site by clicking on the link in the e-mail. Clicking this link will take you to the Logon page for eStatements. You will need to enter your user ID and password to view your bills or statements.

Hardware and Software Requirements

We recommend Internet Explorer 11 or higher. To access, download, and print bills and eStatements, you need to have a personal computer with Internet and email access. You must also have Adobe Acrobat Reader 10 or higher. To download a free copy of the Adobe Acrobat reader, please go to <http://www.adobe.com>.

I (we) agree to the term and conditions noted in this agreement.

(Customer) (Date)

(Customer) (Date)

Account number(s) affected:

