

ELECTRONIC SERVICES AGREEMENT FOR NICOLET NATIONAL BANK

This Agreement describes your rights and obligations as a user of the On-line Banking Service, Mobility Service (Mobile Banking and Mobile Deposits), TransferNow (Account to Account, A2A), and Bill Payment Service (collectively referred to as the "Services"). It also describes the rights and obligations of Nicolet National Bank. Please read this Agreement carefully. By enrolling, you agree to comply with the terms and conditions of this Agreement.

Definitions. In this Agreement, the Services refer to any on-line or mobile services available through the Nicolet National Bank website and/or the Nicolet mobile application. The following definitions apply in this Agreement: "On-line Account" means any Nicolet National Bank account which is eligible for and from which you will be conducting transactions using the Services; "Password" is the code sent to you by Nicolet National Bank for use during the initial sign-on, or the code you select after the initial sign-on that establishes your connection to the Service; "Time of day" references are to Central Standard Time (CST) or Central Daylight Time, as applicable; "We," "us" or "Nicolet" refer to Nicolet National Bank, which offers the Services, and which holds the accounts accessed by the Services. "Website shall include all Nicolet websites maintained by us and accessible through www.nicoletbank.com or through Nicolet mobile applications and any other website you can access only after you, or a person for whom you may be acting as an Authorized Representative, enter into this Agreement

Access to Services. Nicolet National Bank will provide on-line instructions describing how to use the Services. You will gain access to your On-line Accounts through the use of your Internet-enabled device, your Internet Service Provider, your User Code, and your Password.

Hours of Operation. The Services are available 24 hours-a-day, seven days-a-week, except during special maintenance periods, which generally are scheduled between 11:00 p.m. Sunday night and 4:00 a.m. Monday morning. For purposes of transactions, Nicolet National Bank's business days are Monday through Friday, excluding holidays as determined by Nicolet National Bank. All **On-line Banking** transaction requests received after 8:00 p.m. CST on business days, and all transactions which are requested on Saturdays, Sundays, or Federal holidays, will be processed on the next Nicolet National Bank business day. Nicolet National Bank's business day begins at 8:30 a.m. For **Mobile Deposit** Banking transaction requests received after 5:00 p.m. CST on business days, and all transactions which are requested on Saturdays, Sundays, or Federal holidays, will be processed on the next Nicolet National Bank business day. For specific Funds Availability see Mobile Deposit Service Additional Terms below.

Use of your Security Password. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

If your Password has been lost or stolen. If your Password has been lost or stolen, call Nicolet National Bank immediately at 800-369-0226, 8:30 a.m. to 5:00 p.m. (Central Time) on Business Days Monday thru Friday, Excluding Federal Holidays. Telephoning Nicolet National Bank is the best way to minimize your losses. If you believe your Password has been lost or stolen and you telephone or write to us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password without your permission. If you do NOT telephone or write us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

Banking Transactions with On-line Banking. In addition to viewing account information, you may use On-line Banking to conduct the following transactions:

Transfer funds among your linked checking accounts, savings accounts, money market accounts, and line of credit accounts.

NOTE: Because regulations require Nicolet National Bank to limit pre-authorized transfers (including On-line and Mobile Banking transfers), the following limitations apply:

- Statement Savings and Money Market Accounts -- You can make no more than six transfers per statement period by pre-authorized or automatic transfer, or by Telephone or On-line Banking.

Initiate Bill Payments. Nicolet National Bank offers an online bill payment service through CheckFree Services Corporation, a subsidiary of Fiserv Solutions Inc. For details on how to schedule a payment, error resolution, and other bill payment questions, please refer to Additional Terms & Conditions for Bill Payment Services

Statements. You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE, notify Nicolet National Bank immediately by calling us at 800-369-0226, 8:30 a.m. to 5:00 p.m. (Central Time), or writing Nicolet National Bank at:

Nicolet National Bank

P.O. Box 23900

Green Bay, WI 54305-3900

If you do not notify Nicolet National Bank within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if Nicolet National Bank had been notified in time. If a good reason as reasonably determined by Nicolet National Bank (such as a long trip or hospital stay) delayed you from contacting Nicolet National Bank, Nicolet National Bank, at its option, may extend these time periods.

Errors and questions. In case of errors or questions regarding an On-line Banking call Nicolet National Bank at 800-369-0226, or write us at:

Nicolet National Bank

P.O. Box 23900

Green Bay, WI 54305-3900

We must hear from you at the specified telephone number or address no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error
4. The date on which the error occurred.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) business days from your initial contact. We will notify you with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) business days from your original contact, we may not credit your account until the investigation is completed. If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

You agree that Nicolet National Bank may respond to you by electronic mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by Nicolet National Bank shall be considered received within three (3) days of the date sent by Nicolet National Bank, regardless of whether or not you sign on to the Service within that time frame.

Limit of Nicolet National Bank Responsibility. Nicolet National Bank agrees to make reasonable efforts to ensure full performance of On-line Banking. Nicolet National Bank will be responsible for acting only on those instructions sent through On-line Banking which are actually received, and cannot assume responsibility for malfunctions in communication facilities not under its control which may affect the accuracy or timeliness of messages you send. Nicolet National Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Nicolet National Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Nicolet National Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

Nicolet National Bank is not responsible for any computer virus or related problems which may be attributable to services provided by any Internet Service Provider. You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing on-line Banking. Nicolet National Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Nicolet National Bank's liability shall be as expressly set forth herein. Under no circumstances will Nicolet National Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

Nicolet National Bank's Responsibility. Nicolet National Bank will be responsible for your actual losses if they were directly caused by our failure to: Complete an Electronic Funds Transfer as properly requested Cancel an Electronic Funds Transfer as properly requested. However, we will not be responsible for your losses if:

- Through no fault of Nicolet National Bank, you do not have enough money in your account to make the transfer or the transaction would have caused you to exceed your available credit, or circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy
- Your funds are subject to legal process or other encumbrance restricting the transfer
- Your transfer authorization terminates by operation of law
- You believe someone has accessed your accounts without your permission and you fail to notify Nicolet National Bank immediately.
- You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer
- We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring
- You default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us
- We or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Electronic Mail. If you send Nicolet National Bank an electronic mail message, Nicolet National Bank will be deemed to have received it on the following business day. Nicolet National Bank will have a reasonable time to act on your e-mail. You should not rely on electronic mail if you need to communicate with Nicolet National Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur). You agree that Nicolet National Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Nicolet National Bank shall be considered received within three (3) days of the date sent by Nicolet National Bank, regardless of whether or not you sign on to the Service within that time frame.

Other agreements. In addition to this Agreement, you and Nicolet National Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Services. Your use of these Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts at Nicolet National Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers. We will automatically deduct the fees related to this Service from your Bill Pay Account each month.

Modifications to this Agreement. Nicolet National Bank may modify the terms and conditions applicable to either Services from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

Important Information about Your Privacy. As a customer of Nicolet National Bank, you provide us with important information about yourself. We believe it is our responsibility to safeguard your personal and financial information. You may request a copy of our privacy policy at any time by calling 800-369-0226.

Inactivity / Termination. You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services.

We can terminate any Services under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive one hundred eighty (180) day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Services. To cancel any or all of the Services, you must notify Nicolet National Bank and provide your name, address, which Services you are discontinuing, and the effective date to stop these services. When Bill Payment is terminated, any pre-scheduled bill payments made through these Services will also be terminated. You may notify Nicolet National Bank by one of the following methods:

1. By initiating a customer inquiry through our Web site @ www.nicoletbank.com
2. By calling 800-369-0226, 8:30 a.m. to 5:00 p.m. Central Time
3. By writing a letter and either sending it to the following address or giving it to a Personal Banker at any Nicolet National Bank location:

Nicolet National Bank
P.O. Box 23900
Green Bay, WI 54305-3900

Governing Law. This Agreement is governed by the laws of the State of Wisconsin and applicable federal law.

Fee Schedule. Please contact Nicolet National Bank at 1-800-369-0226 to obtain service charge information for online banking, bill payment services, account research, and stop payment charges. These fees are subject to change.

Mobile Banking with Nicolet National Bank Terms and Conditions

Thank you for using Nicolet National Bank Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at any time.** In case of questions please contact customer service at 800-369-0226 or visit www.nicoletbank.com.

[Nicolet National Bank Privacy Policy](#)

Terms and Conditions

- Program: Nicolet National Bank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

- **Questions:** You can contact us at 800-369-0226, or send a text message with the word "**HELP**" to this number: **96924**. We can answer any questions you have about the program.
- **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: **96924**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- **Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Nicolet National Bank or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Nicolet National Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Nicolet National Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Nicolet National Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by {name of Financial Institution} (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Nicolet National Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose {name of Financial Institution}, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt

to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for Nicolet National Bank Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and Nicolet National Bank never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Nicolet National Bank Mobile Banking. Nicolet National Bank reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within Nicolet National Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Nicolet National Bank Mobile Banking is only available on compatible iOS devices.

Fingerprint Login for Mobile Banking. Fingerprint Login is an optional fingerprint sign-in method for Nicolet National Bank Mobile Banking that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and Nicolet National Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Nicolet National Bank Mobile Banking. Nicolet National Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Nicolet National Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

Card Controls Additional Terms. The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Nicolet National Bank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Nicolet National Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Nicolet National Bank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

5. To the extent this Mobile Banking App allows you to access third party services, Nicolet National Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law's provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Alerts Additional Terms. The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Nicolet National Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Nicolet National Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within Nicolet National Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Nicolet National Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **Nicolet National Bank** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Nicolet National Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 800-369-0226. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Nicolet National Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Nicolet National Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Nicolet National Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. **You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.**

<https://www.nicoletbank.com/wp-content/uploads/2017/07/GLB-Privacy-Notice-3-2017.pdf>

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Nicolet National Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Nicolet National Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Mobile Deposit Service Additional Terms

Mobile Deposit is a tool that is designed to make it easy and convenient to deposit checks anywhere, anytime from your camera enabled (Android/IOS) smartphone into your account.

Services. The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, money market or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Nicolet National Bank ("the Bank").

How to Sign Up. Mobile deposit is automatically enabled in your mobile (bankNow) application by accepting the terms and conditions for mobile banking.

Acceptance of these Terms. Use of this service constitutes your agreement to the terms herein.

Availability of Service. If the Service is unavailable for any reason. The Bank shall not be liable to you for the inability to process a transaction via mobility. You acknowledge and understand that you may deposit an original check at a Nicolet National Bank location during regular office hours.

Withdrawal of Access/Suspension of Service. The Bank reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, at its sole discretion, without notice, if the Bank believes the Deposit Customer and/or its Authorized Users are in breach of this Agreement or are otherwise using or accessing the Service inconsistent with this Agreement. Further, the Bank or its subcontractor shall have the right to suspend the Service immediately (a) in the event of an emergency or in the event of force majeure, (b) if the Bank is uncertain as to the accuracy of any Item, or (c) if the Bank determines in its sole discretion that the financial condition of the Deposit Customer renders Deposit Customer's use of the Service no longer advisable.

Endorsement. Checks should include the following endorsement "**For Mobile Deposit to NNB**" along with your signature(s).

Duplication of Deposits. Unless the Bank has notified the Deposit Customer that an Item has been rejected or returned unprocessed, the Deposit Customer is prohibited from subsequently presenting for deposit any Item already deposited using the Banks mobile deposit service. Deposit Customer agrees that the posting of a deposit by the Bank into Deposit Customer's account, such that it appears in the transaction history of the account as presented through the Bank's Online Banking system, shall constitute confirmation that the item has been credited to Deposit Customer's account. Deposit Customer shall indemnify the Bank for any and all losses or other damages the Bank may suffer as a result of any deposit of a Deposit Customer's Item more than once. Deposit Customer expressly authorizes and instructs the Bank to debit Deposit Customer's account(s) in the amount of any Item which is deposited more than once.

Retention and Disposal of Transmitted Items. Upon your receipt of a confirmation from Nicolet National Bank that we have received an image of the check you transmitted, you agree to retain the check for at least 45 calendar days from the date of the image transmission. After 45 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. From time to time during the 45 days that you are retaining the check you agree to make it available to the Bank upon request.

Deposit Limit. The Bank reserves the right to impose limits on the amount(s) of deposits that you transmit using the Deposit services and to modify limits from time to time. If you attempt to initiate a deposit in excess of these limits, the Bank may reject your deposit. If the Bank permits you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this agreement, and the Bank will not be obligated to allow such a deposit at other times. Deposit limits are subject to change at any time at the Banks discretion. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank.

Types of checks allowed. You agree to scan and deposit only "checks" that are made payable to the account holder: personal checks, business checks, U.S. Treasury checks, cashier's checks and money orders; any check payable in U.S. dollars and drawn on banks in the United States.

Type of checks not allowed. Foreign items, which included items drawn on foreign banks or payable in funds other than U.S. dollars, third party checks even if signed over to you, Image Replacement Documents (IRD's), Substitute Checks, Travelers Cheques, stale dated checks, postdated checks, non-negotiable items, any item that has been re-deposited or returned, savings bonds, any item previously deposited or cashed.

Image Quality. The image of an Item transmitted using Mobile Deposit must be legible and clear and provide all information on the front and back of the original Item, including a complete image of any endorsements. It must not be altered. It must capture all information from both sides of the Item. Nicolet National Bank reserves the right at its sole discretion to reject any image for deposit using Mobile Deposit.

Funds Availability. If Nicolet National Bank receives the image of an item for deposit on or before 5:00 p.m. Central Time on a Business Day, the Bank will consider that day the day of deposit. If the Bank receives the image of an item for deposit after 5:00 p.m. Central Time or on a weekend or on a non-Business Day, the Bank will consider the next Business Day as the day of deposit. Funds deposited using Mobile Deposit will be made available to you in accordance with the Bank's Funds Availability Policy Disclosure the Bank's Funds Availability Policy Disclosure can be found in the Banks Terms and Conditions that you were given at the time you opened your account.

TransferNow Additional Terms

The TransferNow service ("Service") enables you to transfer funds from your eligible Nicolet accounts ("Transaction Accounts") to your accounts at other United States financial institutions ("External Accounts") and from your accounts at other United States financial institutions to your eligible Nicolet accounts. These additional terms apply to each TransferNow request, whether it is a one-time request or a recurring request.

By initiating a TransferNow request, you represent and warrant that you are either the sole owner, joint owner or authorized signer on the Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Transaction Account and the External Account.

If you are a joint owner or authorized signer of the Transaction Account, External Account, or both, then you represent and warrant that:

1. Your joint ownership is with rights of survivorship and not as a tenant in common ;and
2. We may act on your instructions regarding such Accounts without liability to other joint owners and without violation of any third party rights;
3. The External Account is located in the United States; and
4. All information provided to us is true, current, accurate and complete.

When we receive transfer instructions from you, you authorize us to

1. Debit your Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your Transaction Account for any applicable service charges and to;
2. Credit your Transaction Account and remit funds on your behalf from the External Account designated by you, and to debit your Transaction Account for any applicable service charges;
3. You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

It is your responsibility to ensure the accuracy of any information that you enter into the Service, and to inform us as soon as possible if you become aware of any inaccurate information. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

Nicolet National Bank will use reasonable efforts to process your transfers correctly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you executed the transaction;
3. You have not successfully completed the enrollment process which includes a validation and/or verification of the External Account.

4. The transfer is refused as described in the Refused, Rejected or Failed Transfers section below;
5. You have not provided us with the correct information, including but not limited to the correct Transaction Account or External Account information; and/or,
6. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

Transfer Methods and Limits

We may, at our discretion, impose limits on the amount of money you can transfer through the Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the External Account is closed or otherwise unavailable to us. We may also, at our discretion, impose limits on the frequency of transfers as may be required by the rules and regulations governing the applicable Account or for security and risk management reasons.

Transfer Cancellation Requests

You may cancel a transfer at any time **until it begins processing**. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account.

Service Fees and Additional Charges

Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. User-based fees for the Service will be charged against the Transaction Account. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Taxes

It is your responsibility to determine what, if any, taxes apply to transfers you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

Your Liability For Unauthorized Transfers (FOR PERSONAL ACCOUNTS ONLY)

If your password or other means to access your account has been lost or stolen, call Nicolet National Bank immediately at 800-369-0226, 8:30 a.m. to 5:00 p.m. (Central Time) on Business Days Monday thru Friday, Excluding Federal Holidays. Telephoning Nicolet National Bank is the best way to minimize your losses. If you believe your information has been lost or stolen and you telephone or write to us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone access your Account through the Service without your permission. If you do NOT telephone or write us within two (2) business days after you learn of the loss or theft and we can prove we could have stopped someone from using your password or other means to access your account if you had told us, you could lose as much as \$500.00.

Address or Banking Changes

It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Nicolet National Bank at 800-369-0226 for the Service. Any changes in your Transaction Account or Recipient Account should also be made in accordance with the procedures outlined within the Service's help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate Transaction Account, Recipient Account, or contact information.

Refused, Rejected or Failed Transfers

We reserve the right to refuse or reject any transfer of funds between your Accounts. You will be notified if your transfer request is rejected, refused or if there is a failure during processing the transfer. This notification is not required if you attempt to make a transfer under this Agreement that is prohibited by the rules and regulations governing the relevant account or in violation of any applicable law.

Returned Transfers

In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended External Account or void the transfer and credit your Transaction Account. You may receive notification from us.

Information Authorization

Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we and our Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau.

Service Cancellation by You

In the event you wish to cancel the Service, you may contact us;

- 1) By initiating a customer inquiry through our Web site @ www.nicoletbank.com
- 2) By calling 800-369-0226, 8:30 a.m. to 5:00 p.m. Central Time
- 3) By writing a letter and either sending it to the following address or giving it to a Personal Banker at any Nicolet National Bank location:

**Nicolet National Bank
P.O. Box 23900
Green Bay, WI 54305-3900**

The date of service cancellation will be the latter of our receipt of your cancellation notice or the requested cancellation date within your notice. Any transfer(s) we have already processed before the requested cancellation date will be completed by us.

Service Cancellation, Termination, or Suspension by Us, and Other Remedies for Breach

If we have reason to believe that you have engaged in any of the prohibited activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site, and/or use of the Service for any reason and at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Disputes

In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement. You and we agree that this Agreement is the complete and exclusive statement of the agreement between us and you, which supersedes any proposal or prior agreement, oral or written, and any other communications between us and you relating to the subject matter of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its call center), the terms of this Agreement will prevail.