

## **Retail Online Banking Terms and Conditions Agreement**

This Agreement describes your rights and obligations as a user of the Retail Online Banking Service ("Service" or "Services"). It also describes the rights and obligations of Marathon Bank. Please read this Agreement carefully. As an authorized account holder you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service.

### **CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Marathon Bank for the provision of certain Retail Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

\* We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transaction you conduct using the Service.

\* We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

\* You have a right at any time to withdraw your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.

\* If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, you may call Marathon Bank at 715-845-7331, toll free 844-864-7330, or write a letter and send it to:

Marathon Bank  
Attention: Retail Online Banking  
PO Box 1666  
Wausau WI 54402-1666

\* You are able to access information that is provided in the same manner as the information and the Services via the Internet.

### **DEFINITIONS**

The following definitions apply in this Agreement.

"Retail Online Banking" is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement.

"Retail Online Banking Account" is a Marathon Bank account from which you will be conducting transactions using a Service.

"Business Day" refers to Monday through Thursday, 8:00 a.m. to 5:00 p.m. CST and Friday 8 a.m. to 6 p.m., excluding holidays as determined by Marathon Bank. All Retail Online Banking transaction requests received after the 8:00 p.m. CST, or on a non-Business Day, will be processed immediately, but will not post to accounts until the following Business Day after checks processed during nightly processing. "Password" is a series of numbers and letters that you select after the initial sign-on that establishes your connection to the Service.

"Time of day" references are to Central Standard Time (CST).

"We," "us" "our" or Marathon Bank" refer to Marathon Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

### **ACCESS TO SERVICES**

Marathon Bank will provide on-line instructions describing how to use the Retail Online Banking Service. To gain access to this Service you will need your Access ID and your Password.

### **HOURS OF OPERATION**

The Services are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which are scheduled between 11:00 pm CST Wednesday to 5:00 am CST Thursday, and 11:00 pm CST Sunday to 5:00 am CST Monday.

### **USE OF YOUR SECURITY PASSWORD**

The safety of our customers' accounts and account information is of paramount importance to Marathon Bank. We go to great lengths to protect confidentiality and the security of your account, and urge you to do the same. 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 initiated through the Services with your Marathon Bank User-ID, up to the limits allowed by applicable law. While Marathon Bank continues to provide our customers with the level of on-line security we believe necessary and appropriate, customers who share their User-IDs and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled. **A Marathon Bank representative will never call or e-mail you and ask for your Access ID or User Password.**

**IF YOUR PASSWORD HAS BEEN LOST OR STOLEN**

If your Password has been lost or stolen, call Marathon Bank immediately at 715-845-7331, toll free 844- 864-7330, between 8:00 a.m. and 5:00 p.m., Monday through Friday. Telephoning Marathon Bank is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen and you notify 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 to conduct unauthorized electronic funds transfers without your permission.

**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, statement savings, money market, loan and line of credit accounts.

New services may be introduced for Retail Online Banking from time to time. Marathon Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

**STATEMENTS**

You will continue to receive your regular account statement either monthly or quarterly, depending on account activity.

**IF YOUR STATEMENT SHOWS TRANSFERS THAT YOU DID NOT MAKE**

If your statement shows transfers that you did not make, notify Marathon Bank immediately at 715-845-7331, toll free 844-864-7330, or write a letter and send it to:

Marathon Bank

Attention: Retail Online Banking

PO Box 1666

Wausau WI 54402-1666

If you do not notify Marathon 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 Marathon Bank had been notified in time.

**ERRORS AND QUESTIONS**

In case of errors or questions regarding a Retail Online Banking transaction, you may call Marathon Bank at 715-845-7331, toll free 844-864-7330, or write a letter and send it to:

Marathon Bank

Attention: Retail Online Banking

PO Box 1666

Wausau WI 54402-1666

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

\* Your name and account number

\* 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

\* The dollar amount of the suspected error

\* The date on which it 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 after you contact us and will correct any error promptly. If more time is needed, however, we may, at our sole discretion, take up to forty-five (45) calendar 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 your notice of error concerns a transaction that occurred during the first 30 days after the first deposit to the account was made, the applicable time periods are 20 Business Days in place of 10 Business Days and 90 calendar days in place of 45 calendar days.

If we determined that no error occurred, we will send you a written notice within three (3) Business Days. You may request copies of the documents that were used in the investigation.

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

**LIMIT OF MARATHON BANK'S RESPONSIBILITY**

Marathon Bank agrees to make reasonable efforts to ensure full performance of Retail Online Banking. Marathon Bank will be responsible for acting only on those instructions sent through Retail Online Banking which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Marathon 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 Marathon Bank is believed to be reliable. However, it can only be provided on a best-

efforts basis for your convenience and is not guaranteed. Marathon 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.

Marathon Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider. You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Retail Online Banking. Marathon Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Marathon Bank's liability shall be as expressly set forth herein. Under no circumstances will Marathon 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.

#### **MARATHON BANK'S RESPONSIBILITY**

Marathon 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 Marathon Bank, you do not have enough money in your account to make the transfer.

\* Through no fault of Marathon Bank, the transaction would have caused you to exceed your available credit.

\* Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, 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 Marathon Bank immediately.

\* You have not properly followed the scheduling instructions, included in this Agreement, to make a transfer or the Payee refuses the Service.

\* For the failure of any payee to correctly account for or credit the payment in a timely manner.

\* We have received incomplete or inaccurate information from you or a third party involving the account or transfer.

\* For changes to the payee's address or account number (unless you have advised us of the change within three (3) Business Days in advance).

\* We have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if 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 (EMAIL)**

If you send Marathon Bank an electronic mail message through the Service, Marathon Bank will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with Marathon 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).

E-mail is not a secure way of communicating. We recommend that you do not send account numbers, social security numbers, passwords or other private information via an e-mail. If you would like to communicate that information to us you may write or call us. In all communications please be sure to include your full name, address, and phone number.

You agree that Marathon 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 Marathon Bank shall be considered received within three (3) days of the date sent by Marathon Bank, regardless of whether or not you sign on to the Service within that time frame.

#### **ALERTS/MESSAGES**

Internet banking alerts allows you to set up automated alert events based on your own criteria to be alerted upon. Alerts may be sent via email or in an online message box within Internet banking, or both. Email alerts will be sent to the email address you provide in creating the alert.

- The bank may add or remove types of alerts from time to time.
- If you change your email address you are responsible for changing this in the alerts you have already set up.
- You agree that alerts may be delayed or prevented for a variety of reasons.
- We do not guarantee the delivery or validity of the contents of any alert.
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.

- You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance of an alert.
- The bank will never include your password or full account number in an email alert, however you understand that alerts may include your name and some information about your accounts.
- Unfulfilled events (events that do not happen) will only remain on the system for 999 days. You will not be notified when they are removed.

Distributed events (events that have happened and have been viewed) will remain on the system for 30 days.

#### **OTHER AGREEMENTS**

In addition to this Agreement, you and Marathon Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Retail Online Banking Accounts. Your use of the Retail Online Banking service 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 open your accounts at Marathon Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. (We will automatically deduct any fees related to any Services from your account (s)). All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

#### **MODIFICATIONS TO THIS AGREEMENT**

Marathon Bank may modify the terms and conditions applicable to The Service 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 Service in whole or in part at any time without prior notice.

#### **DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY**

A copy of Marathon Bank's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling Marathon Bank at 715-845-7331, toll free 844- 864-7330, or writing a letter and sending it to:

Marathon Bank  
Attention: Retail Online Banking  
PO Box 1666  
Wausau WI 54402-1666

You can access our Privacy Policy online by clicking on the Privacy link on the Marathon Bank's Website.

#### **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 your On-line Banking privileges 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.

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 Service.

To cancel the Retail Online Banking you must notify Marathon Bank. Your notification should include your name, address and the effective date to stop the service. You may notify Marathon Bank by one of the following methods:

- \* By initiating a customer inquiry through our Web site
- \* By calling 715-845-7331, toll free 844-864-7330 during normal business hours
- \* By writing a letter and sending it to:

Marathon Bank  
Attention: Retail Online Banking  
PO Box 1666  
Wausau WI 54402-1666

#### **GOVERNING LAW**

This Agreement is governed by the laws of the Wisconsin and applicable federal law(s).

#### **FEE SCHEDULE**

Marathon Bank offers the benefits and convenience of the Retail Online Banking service to you at no monthly charge. Account research and stop payment charges will be assessed at the rates published in Marathon Bank's Fee Schedule and deducted from your accounts you hold at Marathon Bank.

These fees are subject to change. Marathon Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

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