

**HEADWATERS State Bank**  
**NetTeller Online Banking Application**  
**Individual/Consumer**

**Applicant**

**SS#**

**Address**

Include PO Box if applicable

City

State

Zip

**Telephone**

**Alt phone**

**Fax**

**E-mail address\***

\*Required – Please print clearly or type exact, note if case sensitive

Account Services: Access account balances, transfer money between most accounts, and conduct common banking tasks online with Headwaters State Bank.

Please identify all of your Headwaters State Bank accounts that you wish to access through NetTeller. You must be an owner or authorized individual of the requested accounts. Not all accounts may qualify for online transactions. CD's, IRA's and Safe Deposit Box will be granted a "View only" status.

Account Type	Account Number
Example: Checking	12345

Some restrictions may apply to accounts requested for Online Banking

**Submit your application in person or by mail to any Headwaters State Bank office. Please allow several business days for your application to be approved and activated through the registration process. You may receive a call from us verifying your intent to apply. Your HSB NetTeller Online ID and PIN will be mailed to you separately.**

**By signing and submitting this application, I state that I have read and understand the terms and conditions set forth in the Online Banking Service Agreement and Disclosure Statement. I accept the agreement and request that I be enrolled in the NetTeller Online Banking Service.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Headwaters State Bank  
PO Box 149, Land O' Lakes, WI 54540  
PO Box 116, Presque Isle, WI 54557



## **Consumer Online Banking Service Agreement and Disclosure Statement**

This agreement states the terms and conditions that apply when you use Headwaters State Bank's NetTeller Online Banking service (HSB NetTeller Online Banking). These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You can obtain copies of any disclosures pertaining to all of your Headwaters State Bank accounts by calling the main office in Land O' Lakes at 715-547-3383 or the branch office in Presque Isle at 715-686-2200.

### **General Information**

#### **Definition of Terms**

"You" and "Your" means any person who applies for HSB NetTeller Online Banking through completion of a Headwaters State Bank NetTeller Online Application and all persons authorized by the applicant to use their NetTeller Online Banking Identification/User ID and PIN (Personal ID Number)/Password or other means of access we establish or approve.

"We", "us", "our", "Bank", and "HSB" refer to Headwaters State Bank.

"Business Day" shall mean Monday through Friday, except for Federal Banking Holidays.

"Online Banking Agreement" means Headwaters State Bank NetTeller Online Banking Service Agreement and Disclosure Statement.

Should conflicting terms arise between the HSB NetTeller Online Banking disclosures and the original product account disclosures, the most recent version of the original product account disclosure will take precedence.

#### **Requirements for Your Use**

To access your accounts through HSB NetTeller Online Banking, you must have an HSB account and complete an HSB NetTeller Online Banking Application. You must also follow all of our instructions and procedures applicable to the services covered by this agreement.

#### **Operating Requirements**

You will need a personal computer and Internet service through the provider of your choice. The Bank does not recommend using public computers or Wi-Fi. You are required to use a secure browser incorporating secure socket layer (SSL) encryption to establish a connection to the login screen. Presently, the system requires 128-bit encryption and cookies must be enabled. Headwaters State Bank reserves the right to change this requirement at any time to maintain the security of our HSB NetTeller Online Banking products. All transactions occur on a secure server, which uses numerous firewalls and encryption programs. At no time will you be requested to pass your Headwaters State Bank account numbers over the Internet.

You are responsible for the installation, maintenance and operation of your computer and your browser software. It is your responsibility to maintain and apply anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing and backing up any data and information stored in or on your operating systems. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Bank is not responsible for any errors or failures from any malfunction of your computer or your software. HSB is not responsible for any electronic viruses that you may encounter. The Bank is not responsible for any computer virus-related problems that may be associated with the use of NetTeller Online Banking. The Bank has no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

## Description of Services

### Hours of Accessibility

You can access your accounts through Headwaters State Bank NetTeller Online Banking service 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not included. At certain times, HSB NetTeller Online Banking may not be available due to routine system maintenance.

### Account access via NetTeller Online Banking

Account access through Headwaters State Bank NetTeller Online Banking allows you to conduct the following functions online: view account balances and transaction history, transfer funds between authorized HSB accounts, make HSB loan payments, view and print past statements, place stop payments on checks, and download transactions to your personal computer. You may also securely contact us through the NetTeller Online Banking service.

### Personal Identification Number (PIN)/Password

You will be given a NetTeller Online Banking Identification Number/ User ID and PIN/Password once you have submitted a complete HSB NetTeller Online Banking Application. You will be asked to select a new Password upon your initial use of HSB NetTeller Online Banking. You will be required to use the alphanumeric format, (a combination of letters and numbers), mixed case (upper and lower), along with special characters. The Bank is entitled to act on the instructions received under your Password. For security purposes, it is recommended that you memorize the User ID and Password. Sharing of your PIN/Password is strongly discouraged by the Bank and done at your sole risk and peril. You are responsible for keeping your Identification Number/User ID, PIN/Password, and other account data confidential. Please choose a password that cannot be easily guessed by mixing capital and small letters with numbers and special character.

A user will automatically be logged out of the online connection after 10 minutes of inactivity. A user will automatically be *locked* out after 3 unsuccessful login attempts. You will be prompted to change your password every 360 days. The password must be at least 11-25 characters, but no more than 25 characters, using the alphanumeric system (a combination of letters and numbers), mixed case) upper and lower), along with a special character is required. You will be restricted from using the 4 previous passwords. If you do not access NetTeller Online Banking in a 120-day period, your NetTeller Online Banking account will become disabled. HSB will limit your access to only the accounts you own or have authorized access to. No funds can be transferred out of your HSB accounts unless you have enrolled in HSB Bill Pay.

No bank employee will ever ask for your Password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. YOU AGREE TO KEEP YOUR PIN/PASSWORD CONFIDENTIAL. USE OF THE PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH HEADWATERS STATE BANK'S NETTELLER ONLINE BANKING. You agree that any HSB NetTeller Online transaction or request initiated by use of the Password be subject to and governed by the Agreement. Anyone to whom you give your NetTeller Online Banking Identification Number/User ID and PIN/Password, will have full access to your accounts, even if you attempt to limit that person's authority. For this reason, you should not disclose your NetTeller Online Banking Identification Number/User ID and PIN/Password to other persons.

### Transfers and Limits on Withdrawals

Through HSB NetTeller Online Banking service you are allowed to make transfers between your various HSB accounts, including the ability to make your HSB loan payment. You must be an owner or an authorized business user to have the unrestricted right of withdrawal from all accounts to or from which

you request a transfer. Not all accounts can be linked for NetTeller Online Banking. We reserve the right to deny transfers between certain types of accounts under certain circumstances.

A transfer initiated through HSB NetTeller Online Banking service before 3:00 p.m. (Central Standard Time) on a business day is posted to your account the same day. All transfers completed after 3:00 p.m. (Central Standard Time) on a business day or anytime on a Saturday, Sunday, or Banking Holiday, may not be posted until the next business day.

If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

### **Stop Payment of Checks**

Stop payment orders may be initiated using HSB NetTeller Online Banking. Stop payment orders may only be initiated using HSB NetTeller Online Banking for checks you have drawn on your HSB accounts. The fee per stop payment is listed on your Account Disclosure and Miscellaneous Service Charges. A copy is available upon request at any of our offices. The stop payment fee is automatically deducted from your account. Stop payment orders initiated using HSB NetTeller Online Banking are considered by us to be verbal stop payment requests, which shall only be effective for 14 days. You will be asked to sign and return to HSB the confirmation page of your stop payment within 14 days of your submission via HSB NetTeller Online Banking or your stop payment order may expire. Your stop payment order request must include the exact information in order to be effective. If any information describing the check is not accurate, HSB may not find the check. Headwaters State Bank shall not be liable for failing to stop payment on a check or on the wrong check if you do not accurately enter the stop payment request.

### **Cancellation of Services**

If you wish to cancel any of HSB NetTeller Online Banking services, please contact an HSB Customer Service Representative, by calling 715-547-3383 in Land O' Lakes or 715-686-2200 in Presque Isle. You may also write to us at: Headwaters State Bank, Online Banking service, P O Box 149, Land O' Lakes, WI, 54540. You may also e-mail us by using our secured "Contact Us" form, found on the HSB Website. We ask that you do not send sensitive information via e-mail, as e-mail transmissions are not secure.

The Bank reserves the right to terminate the HSB NetTeller Online Banking Agreement, in whole or in part, at any time for any reason.

### **New Services**

Headwaters State Bank may, from time to time, introduce new NetTeller Online Banking services and/or enhancements to the current service. We will update this Online Banking Agreement and Disclosure Statement and notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Online Banking Agreement and Disclosure Statement.

## **Additional Provisions**

### **Usage**

Your first use of Headwaters State Bank's NetTeller Online Banking service confirms your agreement and understanding of the terms and conditions in the Online Banking Service Agreement and Disclosure Statement.

You agree to the terms of this Agreement and the Miscellaneous Service Charges (if applicable) that may be imposed. You are liable for all transactions that you may make or authorize.

Notify us immediately if you believe another person has improperly obtained your NetTeller Online Banking User ID or PIN/Password. Also notify us if someone has transferred (or may transfer) money

from your Bank deposit account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call a Headwaters State Bank Representative at 715-547-3383 in Land O' Lakes or 715-686-2200 in Presque Isle.

You may also write to us at: Headwaters State Bank, P O Box 149, Land O' Lakes, WI 54540 or Headwaters State Bank, P O Box 116, Presque Isle, WI 54557.

### **Bank Liability**

Except as specifically provided in this Headwaters State Bank NetTeller Online Banking Service Agreement and Disclosure Statement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, any indirect, special, incidental or consequential damages whether caused by the equipment, software, the Bank or by Internet browser, OR by Internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing, nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, Headwaters State Bank NetTeller Online Banking service, or Internet browser or access software.

If we do not complete a transfer from your designated payment 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:

- If, through no fault of ours, you do not have enough funds in your account to make a transfer
- If a legal order directs us to prohibit withdrawals from the account
- If your account is closed or if it has been frozen
- If you, or anyone you allow, commits any fraud or violates any law or regulation
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system are not working properly
- If you have not properly followed the instructions for using HSB NetTeller Online Banking Account Access
- If circumstances beyond our control (such as fire, flood or improper transmission) prevent the transfer, despite reasonable precautions taken by us
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction
- If you do not submit your transfer instructions within the appropriate time period

### **Error Resolution**

Call or write to us as soon as possible if you think your transaction information is wrong or if you need more information about a transaction shown through Headwaters State Bank NetTeller Online Banking service. The telephone number and address you may use are as follows:

Call customer service at 715-547-3383

Write to:

Headwaters State Bank

P O Box 149

Land O' Lakes, WI 54540

Tell us your name and account number. 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. Tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation after we hear from you and will correct any errors promptly. If we determine that there is no error, we will send you an explanation after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Privacy**

Headwaters State Bank respects your privacy and does have a privacy statement. You can obtain a current copy by calling 715-547-3383 and request to have a copy sent to you, or go to [www.headwatersstatebank.com](http://www.headwatersstatebank.com) to view a copy.

**Terms of Agreement**

Headwaters State Bank reserves the right to change this Online Banking Agreement and Disclosure Statement. Unless an immediate change is necessary to maintain or restore the security of an account or system, we will mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition that would result in:

- Increased fees
- Increased liability
- Fewer types of available electronic funds transfers; or
- Stricter limitations on the frequency or dollar amount of transfers

If we make such an immediate change permanent and notification will not jeopardize the security of an account or system, we will notify you in writing on or within the next regularly scheduled periodic statement or within 30 days of making the change permanent.

**Fees and Charges**

Access to the Headwaters State Bank NetTeller Online Banking Service is furnished at no charge to the consumer customer. Business customers may be charged a monthly service fee.

This does not include regular fees associated with your bank accounts (if applicable) as stated in your deposit agreements with us.