



ONLINE BANKING AGREEMENT

This Online Banking Agreement is made by Bank Mutual (“us,” “we,” and “our”) and each person with an account accessible through Online Banking (“you” and “your”).

1. Definitions. The following terms have the following meanings:

1.1 “Account Documentation” means this Agreement together with all other documentation pertaining to your accounts including, without limitation, our Deposit Account Rules, signature cards, passbooks, passcards, certificates of deposits, Schedule of Fees, and rate sheets.

1.2 “Bank to Bank Transfer” means the transfer of money between a Designated Account and an account held by you at another financial institution.

1.3 “Business Day” means any day other than a Saturday, Sunday, or federal holiday on which we are open to the public for carrying on substantially all of our business.

1.4 “Cut-Off Hour” means 5:00 p.m. CST, unless otherwise provided herein.

1.5 “Designated Account” means one or more of your accounts designated in the Instructions as the account on which you intend the Bank to act, including, without limitation, the account designated by you: (a) to pay for credits; (b) to receive deposits; or (c) as the account to or from which a transfer is to be made.

1.6 “Information Services” means the availability of information regarding your accounts, including account balances, transaction information, check images, and, if you enroll, e-Statements. Information Services also includes the ability to create reports and account warnings (e-Alerts), and to export account information.

1.7 “Instructions” means any oral, written, electronic or other communication from you that instructs, directs, orders, or requests us to act on your accounts, including, without limitation, any instructions to: (a) transfer money between your accounts; (b) transfer money to or from your account at another financial institution; (c) pay money to a third-party payee; and (d) cancel a prior instruction.

1.8 “Online Banking” means the internet-based program of Services offered through our website.

1.9 “Online Bill Pay” and “Online Bill Payment” means the payment of money from a Designated Account to a third-party payee.

1.10 “Security Procedures” means procedures designed to prevent the unauthorized use of Services.

1.11 “Services” means one or more of the following services: (a) Bank to Bank Transfers; (b) Online Bill Pay; (d) Information Services; and (e) Transfer Services.

1.12 “Transfer Services” means the transfer of money between Designated Accounts.

2. Services.

2.1 Generally. We grant you the right to access and use Online Banking and one or more of the Services in accordance with the procedures and rules established by us. You agree that any of the Services may be offered through a third party service provider.

2.2 Bank to Bank Transfers. You may submit Bank to Bank Transfer Instructions via Online Banking. By issuing any such Instructions, you authorize us to: (a) initiate credit entries to your account at another financial institution and to debit a Designated Account in payment thereof; (b) initiate debit entries from your account another financial institution and to credit a Designated Account with the proceeds therefrom; and (c) to initiate reversals of erroneous or duplicative entries issued to another financial institution. You may only transfer funds to or from an account at another financial institution that has been verified through our Security Procedures, which may include a challenge deposit to such account. We will execute any Bank to Bank Transfer Instructions by initiating a credit or debit entry through an automated clearing house (ACH) on the date scheduled for transfer, provided such Instructions are received by the Cut-Off Hour on a Business Day. If we receive your Instructions after the Cut-Off Hour of a Business Day, we will process the transaction no later than the Cut-Off Hour of the next Business Day. It will take four to six Business Days from the date we initiate a Bank to Bank Transfer before any transferred funds will be available for use in your Designated Account or, as the case may be, account at another financial institution.

2.3 Online Bill Pay.

2.3.1 Scheduling Online Bill Payments. We will process an Online Bill Payment on the same Business Day as your Instructions if we receive your Instructions before the Cut-Off Hour. If you schedule an Online Bill Payment for a future date, we will process the transaction after the Cut-Off Hour on that date if that day is a Business Day. If the date you request for a future Online Bill Payment is not a Business Day, we will process the transaction on the Business Day immediately preceding the date you have requested. If you schedule a recurring Online Bill Payment and the payment date does not exist in a month, the payment will be processed on the last Business Day of that month.

2.3.2 Using Online Bill Pay. To use Online Bill Pay, you must provide us with the name and address of the payee (i.e., the person you want to pay), your account number with that person and any other information we require to properly debit your account with us and credit your account with the payee. If your account number or any other information changes, or if you wish to add or delete payees, you must provide us with these changes prior to the Cut-Off Hour of the date the payment is scheduled to be made. We work with payees to encourage them to accept an electronic or check payment. If we are unsuccessful, or if we believe that the payee cannot process payments in a timely manner, we may decline to make future payments to this payee. In the unlikely event that this occurs, we will send you a notice. We may refuse to make payments to certain payees in our sole discretion and to payees that choose not to participate in these services.

2.3.3 How Online Bill Payments are Made. Online Bill Payments are processed either through an electronic transmission to the payee or by check drawn on a Designated Account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. Payments made with checks are generally received and credited by most payees within five to seven Business Days. If we receive any payment instructions from a payee, we may follow those instructions to help ensure that the payment is received by the payee and promptly credited to your account. To help ensure that your payments arrive on time, you must schedule your payments to be processed at least seven Business Days before the payment due date. This generally allows sufficient time for the payee to receive and post your payment.

2.4 Information Services. You may access and use the Information Services and we are authorized to store, process, transmit and make available through Online Banking information regarding your accounts. We shall not be liable for any inaccurate or incomplete information delivered or made available as part of the Information Services. Information Services are provided solely for your convenience.

2.5 Transfer Services. You may submit Instructions via Online Banking to transfer money between Designated Accounts. We will execute any such Instructions by transferring funds between the Designated Accounts on the date scheduled for transfer, provided such Transfer Instructions are received by 8:00 p.m. CST on a Business Day or by 5:15 p.m. on a Saturday (either of which is referred to herein as the "Transfer Cut-Off Time"). If we receive your instruction after the Transfer Cut-Off Time of a Business Day, we will process the transaction no later than the Transfer Cut-Off Time of our next Business Day. If you schedule a funds transfer for a future date, we will process the transaction on that date if that day is a Business Day. If the date you request for a future transfer is not a Business Day, we will process the transaction no later than the Transfer Cut-Off Time of the next Business Day. If you schedule a recurring funds transfer and the payment date does not exist in a month, the payment will be processed on the last Business Day of that month.

3 Instructions.

3.1 Rejection of Instructions. We may reject any Instructions: (a) where there are insufficient funds in a Designated Account to execute the Instructions; (b) that is not received by the Cut-Off Hour on the scheduled execution date; or (c) that do not comply with any Security Procedures; or (d) that otherwise do not comply with procedures or dollar limitations established by us. We will notify you of any rejected Instructions. We shall have no liability to you by reason of the rejection of any Instructions or the fact that such notice is not given at an earlier time than that provided for herein.

3.2 Execution of Instructions. We, in our sole discretion, may execute Instructions in any order convenient to us. If Bank receives more than one Instruction at or about the same time and there are insufficient funds in the Designated Account to complete all of the Instructions, we may, at our option, execute as many of such Instructions as possible within the dollar limits of such available funds, in any order convenient to us. You assume responsibility for verifying the availability of funds sufficient for us to execute any Instructions.

3.3 Overdrafts. Each Instruction to us to withdraw or transfer from a Designated Account is an order to us to pay from that Designated Account at that time or on a later date, if any, indicated in the Instruction. We may charge payments against the Designated Account even though the charge creates an overdraft, or we may refuse to make payments if the charge creates an overdraft. If you overdraw a Designated Account, you agree to immediately pay us the overdrawn amount, together with any applicable fees. If the Designated Account is maintained in connection with an overdraft credit plan, any overdraft will be made in accordance with the agreement or rules governing the overdraft credit plan rather than this Agreement.

3.4. Canceling Instructions. You may cancel or change any scheduled Instructions by selecting and accurately completing the appropriate fields in Online Banking. If you do not accurately complete the appropriate Instructions prior to the scheduled execution date, we may process the transaction anyway.

4. Software and Equipment. You are responsible, at your own expense, for obtaining, installing and maintaining computer and communications equipment (including, without limitation, personal computers and modems), software, web browsers, internet access and communications services necessary to access and use Online Banking.

5. Security Procedures.

5.1 General. Online Banking offers a number of Security Procedures, including: (a) Secure Socket Layer (SSL) with 128-bit encryption; (b) multi-factor authentication that utilizes User IDs and passwords along with pictures phrases; (c) challenge-response mechanism for forgotten passwords; (d) required sign-on every 30 days; (e) minimum password length settings; (e) time-out limits to log inactive users of Online Banking, (f) transaction dollar limits; and (g) firewall. You agree that these Security Procedures are commercially reasonable.

5.2 Your Security Responsibilities. You are responsible for maintaining a secure computing environment including, without limitation, installing and maintaining up-to-date anti-virus and anti-spyware software. You also agree to safely keep your user name and password (“login information”), not to record your login information, and not otherwise disclose or make your login information available to anyone other than an authorized user of your accounts. You agree to be responsible for any transactions performed by a person to whom you have provided your login information

6. Cooperation in Loss Recovery Efforts. In the event of any damages for which either of us may be liable to the other or to a third party and that arise out of or are related to the Services, each of us agrees to undertake reasonable efforts to cooperate with the other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

7. Representations and Warranties by Us. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SERVICES OR OUR PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY US.

8. Limitations on Liability; Indemnity.

8.1 Our Responsibilities; Indemnity. We shall be responsible only for performing the Services expressly provided for in this Agreement, and shall be liable only for our gross negligence or willful misconduct in performing those Services, unless otherwise required by law. We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization of any Instructions) or those of any other person, including without limitation any Federal Reserve Bank, automated clearing house, transmission or communications facility, or any receiving bank, and no such person shall be deemed our agent. You agree to indemnify us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that we are responsible for your acts or omissions.

8.2 Consequential Damages. IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.

8.3 Force Majeure. Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, acts of terrorism, emergency conditions or other circumstances beyond our control. In such event, you will be responsible for conducting your banking activities through alternative delivery channels. In addition, we shall be excused from failing to act on any Instructions if, in our reasonable judgment, such Instructions would violate any law or other rule or regulation of a governmental regulatory authority.

9. Amendment. We may, from time to time, amend any of the terms and conditions of this Agreement or any other Account Documentation. Such amendments shall become effective upon receipt of notice by you or such later date as may be stated in our notice to you.

10. Termination. We reserve the right to terminate this Agreement or any of the Services. Any termination of this Agreement shall not affect any of our rights and your obligations with respect to any Instructions received by us prior to such termination, or your payment obligations with respect to the Services performed by us prior to termination, or any other obligations that survive termination of this Agreement.

11. Scope of Agreement. This Agreement covers your use of the Services. The legal relationship between you and us is established by this Agreement together with all of the other Account Documentation. In the event of any inconsistency between the terms of this Agreement and any of the other Account Documentation, the terms of this Agreement shall govern. In the event any provision of this Agreement would result in a violation of any present or future statute, regulation or government policy to which we are subject, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between will constitute a modification of the Account Documentation or constitute an agreement between you and us.

12. Binding Agreement; Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against you or us hereunder.

13. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the United States of America and, to the degree not preempted thereby, by the laws of the State of Wisconsin.