

Online Banking Agreement

This Online Banking Agreement ("Agreement") contains the terms and conditions that apply to your use of the Online Banking Service. By using the Online Banking Service, you agree to abide by the terms and conditions contained herein. If you do not agree to any of the terms and conditions contained in this Agreement, you must not use the Online Banking Service.

This Agreement is in addition to any other agreements between you and the Bank or disclosures we have provided to you in the past or may make to you in the future. As used in this Agreement, the terms "our," "we," "us," or "Bank" shall mean a banking subsidiary of CIB Marine Bancshares, Inc. ("CIBM"), and its employees, directors, agents, affiliates and subsidiaries, including, but not limited to CIB Marine Bank. The term "you" or "your" means each person or entity who has an interest in an account or other relationship with Bank which is accessible through the Online Banking Service [also referred to hereinafter as the "Service"]. The term "Business Day" shall mean any day Monday through Friday, except federal banking holidays. All times referenced in this Agreement shall be in Central time.

To access the Online Banking Service you must be an Authorized User. To be an "Authorized User" you must read and agree to the terms of this Agreement, have an eligible account with the Bank, have access to the internet, and have obtained an user ID and password. We may refuse to allow certain accounts, such as accounts with special signature requirements, to become eligible for the Service. The Service will be available 24 hours a day. However, at certain times and without notice to you, some or all of the Service may become unavailable due to system maintenance.

The Bank reserves the right to amend or terminate this Agreement, the Service or your access to the Service at any time without prior notice.

1. **Limited Liability.** Except as otherwise expressly provided for in this Agreement or by applicable law, Bank is not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential or otherwise, caused by the Service or your use of the Service.

In no event shall we be liable for indirect, special, consequential or punitive damages which may result from your use of the Service. We will not be liable for losses or damages which result from any of the following:

- if you do not have enough money in your account to cover a requested transfer or transaction, or if the account has been closed, seized or is subject to a legal lien or other hold which would make the transfer therefrom illegal or otherwise impermissible,
- if a requested transfer would exceed the credit limit for any account,
- if you have not provided the Bank with complete and correct information which would allow the Bank to properly complete the transaction,
- if you do not follow our required procedures for the transaction, including the time requirements for posting the transaction,
- if you are in breach of any agreement with the Bank and the Bank elects not to allow the requested transaction,
- if you are making a loan payment and the payment source does not have sufficient funds or the Bank is unable to complete the transaction through no fault of the Bank,
- if circumstances, events or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable efforts on our part,
- if you, or anyone authorized by you, commits any fraud or violates any law or regulation,

2. **Exclusions of Warranties.** THE INFORMATION CONTAINED OR ACCESSED IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED SERVICE. IN NO EVENT SHALL BANK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS INFORMATION. THE INFORMATION CONTAINED ON THIS WEB SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES MAY BE PERIODICALLY MADE TO THE INFORMATION CONTAINED HEREIN.

3. **Protecting Your Password.** The only way to access your accounts via the Service is to use your password. The password requirement is designed to prohibit unauthorized use of your accounts. You are responsible for preventing the unauthorized use of your password and should keep your password private at all times. Anyone who has obtained your password may be able to access your account[s] via the Service. You must notify the Bank immediately if you believe your password has been lost or stolen or you wish to change your password to prevent the unauthorized access of your account[s]. You must review your account statements carefully to verify that all items appearing therein were authorized by you. You are responsible for verifying the accuracy of these statements and that the transactions listed thereon were authorized. Failure to notify the Bank promptly of any inaccurate or unauthorized transactions may result in significant loss to you. For your protection, we recommend that you change your password regularly. The Bank is not responsible for any loss you incur as a result of any transaction conducted by any person you have given your password to.

4. **Transfers.** You may transfer funds between your checking, savings and money market accounts via the Service.

A transfer initiated via the Service before 6:00 p.m. (Central time) on a Business Day will be posted to your account the same day. Transfers after 6:00 p.m. (Central time) or on non-Business Days will be posted the next Business Day.

You must have sufficient funds or credit in your account from which you have instructed the Bank to make a transfer. All transfers are subject to the withdrawal restrictions and requirements contained in the Truth-in-Savings Disclosures, which you received when you opened your deposit account.

5. **Consumer Loan Payment Options.** You may make payments on your consumer loans with the Bank as follows:

- **One-Time Payment.** "One-Time Payment" means a single payment that you enter each time you want to make a payment. You schedule the date you want the payment made.
- **Repeating Payment.** "Repeating Payment" means payments are sent automatically on an ongoing basis. You set up the transfer rules regarding their frequency, amount and timing. You can arrange to be notified if a payment was paid or not by following the setup instructions on a help screen for "account alerts".

6. **Consumer Loan Payment Procedure.** You authorize us to follow your payment instructions. For a One-Time Payment, we will deduct your payment from your checking or savings account on the date you schedule the payment to be sent ("Payment Date") or within 2 Business Days thereafter. For a Repeating Payment, we will deduct your payment from your account on the start date ("Start Date") or within 2 Business Days thereafter; we will deduct subsequent payments from your account using the Start Date as a reference point. We may, but need not, deduct these payments from your designated account even if they create an overdraft.

We will not be responsible for: (a) your failure to follow payment requirements; (b) your failure to schedule a proper date for payment sufficiently in advance of the date a payment is due; or (c) any other exceptions stated in this Agreement.

Upon termination of the Service, you will be responsible for making arrangements to pay any future or repeating payments. You are responsible for having sufficient funds on deposit to make payments in full on scheduled dates. We reserve the right to refuse to transfer funds if your designated account has insufficient funds or we have other cause deemed by us to be sufficient.

7. **Bill Pay Feature.** The Bill Pay feature is an optional service for personal and small business checking accounts. You must specifically request to have this feature added to your Online Banking Service. To request the Bill Pay feature be added to the Service, please contact 877-925-3030.

The Bill Pay feature allows you to schedule bill payments through the Online Banking Service. You may arrange for the payment of your current, future and recurring bills from your eligible checking account. Payments, including accounts drawn on [your "Payment Account"] and the amounts drawn, are specified on the Bill Pay Setup Form, available via the Service. By accessing the Bill Pay feature you authorize us to utilize Jack Henry & Associates to provide the Bill Pay feature's services to you.

You may only designate payees with addresses in the United States. We reserve the right to determine who may be a payee. You agree not to use the Bill Pay feature for: (i) the purchase of securities, (ii) payment of federal or state tax payments, (iii) payment of any other governmental fees, (iv) compliance with any court order, or (v) payments to payees outside the United States or its possessions/territories. If you authorize a payment to any of the aforementioned restricted payees, we will not be responsible for any consequences to you for the failure to process the payment.

You assume sole responsibility for providing us with complete and accurate payment information. We are not responsible for confirming such information, or for identifying or rejecting errors or duplicate payment instructions. If you give us a payment instruction that is incorrect in any way, you understand and agree that we may charge your Payment Account for the payment, whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions. We may reject any payment request with or without cause or prior notice. If we do, we will notify you of the rejection.

You authorize us to follow your payment instructions submitted via the Bill Pay feature of the Service. When we receive a payment instruction, we will remit funds to the payee on your behalf, from the funds in your Payment Account. However, we shall not be obligated to make any such payment unless your Payment Account has sufficient funds available to pay such amount on the Payment Date. Should a Bill Pay item be returned, the item will be treated similarly to a check, and a hold may be placed on your Payment Account.

Payments, recurring or one time only, submitted before 2:00 AM Monday-Friday will be processed at 2:00 AM. Payments submitted between 2:00 AM and 12:00 Noon will be processed at 12:00 Noon. Payments received after 12:00 Noon on Monday-Thursday will be processed the next Business Day. Payments received after 12:00 Noon on Friday will be processed the next Business Day. If a scheduled Payment Date falls on a non-Business Day, the payment will be processed the previous Business Day, provided we have the payment instructions in time. Payments entered on the weekend, will be processed on the next Business Day. You may add, edit, or delete payments at any time prior to the processing times listed above.

For Automated Clearing House ("ACH") (electronic bill payments), we will withdraw funds from your designated account on the day you instruct us to process the payment ("Payment Date") according to the processing timelines outlined above. For bill payments utilizing a negotiable instrument (check), we will send a check to the payee on the Payment Date, and will debit your account through the normal check processing cycle. You should schedule payments sufficiently in advance to ensure that they are received and credited by your payee by the payment due date. We recommend that you schedule the Payment Date at least five (5) days prior to the date the payment is due to the payee for ACH payments, and at least ten (10) days prior to the date the payment is due to the payee for a negotiable instrument payment. Although we may be able to pay certain payees electronically within two Business Days, it could take longer for payments sent by mail. Further delays may be caused by the failure of the payee to process a payment on the Business Day that it is received. It is your responsibility to request that payments be made in such a manner that they will be paid on time. If a recurring payment is scheduled to occur on the 29th, 30th, or 31st of each month and that date does not exist in a particular month the recurring payment will be processed on the last Business Day of that month.

It is your responsibility to authorize your bill payments in such a manner that your bills are paid on time. You are responsible for any late payment or finance charge that may be imposed as a result of your failure to schedule payments or transmit payment instructions in a timely manner. We are not responsible for any delay or other adverse consequence that result or are alleged to result from the choice of payment methods, from delays in the delivery of mail or the improper handling or transmission of payments by a third party or the failure of a payee to accept, process or properly post a payment in a timely manner.

8. **Consumer Accounts.** Any owner of a joint account may access the account by applying for and using the Service, and we are not required to provide prior notice to the other owner(s). Any owner may initiate and authorize a Bill Pay payment and we may act on that authorization. Accounts (a) which require the signature of more than one individual for transactions, or (b) for which you are only an authorized signer but have no ownership rights, do not qualify for use via the Service. The Bank reserves the right to determine whether or not an account is eligible to be accessed via the Service.

9. **Email Messages.** If you have questions concerning the use of the Service and the answers to those questions cannot be obtained through our on-line help or tutorial, you may send your questions to the Bank and receive answers to your questions from the Bank through your email service ("Email"). Email should not be used if you have questions about your accounts, if you discover an account error or if you believe someone else may have access to your password. If you need to contact the Bank immediately because you have questions about your accounts, or about transfers and payments to and from your deposit and credit accounts, please call the Bank immediately at 877.925.3030. In addition, you cannot use Email to access the Service, and, therefore, you may not use Email to initiate transfers to or from your deposit or credit accounts, make payments through Bill Pay, or to access your investment accounts. Under no circumstances will a Bank employee request your username or password via the Internet, Email or by any other means. DO NOT respond to such a request even if the individual claims to represent the Bank and you should not send confidential information via the Internet or Email.

10. **Viruses.** The Bank is not responsible for any computer virus or related problems that may be associated with the use of any online system, including the Service. The Bank highly recommends the use of a manufacturer-recommended virus detection software.

11. **Fees.** Unless otherwise indicated for certain additional features, there are no fees for utilizing the Service. However, fees, as described in the applicable product or account disclosure statement, may apply to services ordered via the Service and to transfers from a credit account [e.g. monthly service charges for deposit accounts, finance charges for credit accounts, Bill Pay service charges, overdraft fees, etc.]. You may also incur fees for the telephone, equipment and internet services you use to access the Service. The Bank retains the right to modify and add fees.

12. **Termination.** You may terminate your use of the Service by sending the Bank written notice of termination no less than ten (10) Business Days prior to termination at the following address: Marine Bank a Branch of CIB Marine Bank, 2323 N. Mayfair, Wauwatosa, WI 53226. In addition, upon termination of the Service, you must separately cancel all account transfers, line of credit transfers and/or Bill Pay payments scheduled through the Service. If you do not cancel the transactions, such payments or transfers prior to termination of the Service may be completed. You will also be responsible for any accrued Bill Pay service charges. We may terminate your use of the Service, in whole or in part for any reason, at any time without prior notice.

13. **New Services.** We may introduce new features to the Service or enhance existing features of the Service from time to time. Unless we state otherwise, they will be subject to the terms of this Agreement.

14. **Website Ownership.** The content, information and offers on our website are copyrighted by the Bank and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited.

15. **Receipt and Review of all Required Disclosures.** You hereby acknowledge that you have received and read this Agreement in its entirety and all applicable account disclosures.