



Your *community* bank. Your *opportunity* bank.

Thank you for using Forte 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 anytime. In case of questions please contact customer service at 262-670-3878 or visit www.fortebankwi.com.

To enroll in Mobile Banking (as defined above), you must also be a subscriber to the online banking service ("Online Banking") of the Bank. You acknowledge that you have read and agreed to the terms and conditions of the **Forte Bank Online Banking Agreement** (the "Agreement") which apply to these Mobile Banking and Mobile Deposit Terms and Conditions. By enrolling in Mobile Banking, you also acknowledge and agree to all Terms and Conditions which supplement the Agreement.

You acknowledge that a third-party licensor may provide some or all of the services described herein. The Bank is not responsible or liable for the acts, omissions, systems or services provided by the licensor.

Terms and Conditions

- Program:** Forte Bank (the "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) and transfer funds between accounts (collectively, "Mobile Banking"). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. You may verify the mobile phone number by receiving a SMS message with a verification code which you will have to enter on the website. Additionally, you may select the type of alerts and other preferences which will determine, together with your account data, the frequency of alerts delivered to you. This program will be ongoing. Message & data rates may apply. You will be allowed to opt out of this program at any time.
- Questions:** You can contact the Bank at 262-670-3878 or send a text message with the word "HELP" to this number: 96924. The Bank 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. You understand that these Terms and Conditions shall supplement and be incorporated into the Agreement (as defined below).

Our participating carriers include (but may not be limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular® and Verizon Wireless.

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 the Bank or any service provider.

- Privacy and User Information:** You acknowledge that in connection with your use of Mobile Banking, the 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 and other data and information provided by you or from other sources in connection

with Mobile Banking or the Software (collectively “User Information”). The 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 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. The 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.

6. 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 it 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 the Bank (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 the 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, cancel bots, 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 the Bank, 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, Inc. 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.

7. Standard Rates: Your wireless provider’s standard rates apply to Internet access, including messaging rates that apply to SMS usage. The Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of the Bank’s control, for using this service on your account. All such charges are billed by and payable to your wireless provider.

You are responsible for any charges from your wireless provider. The Bank is not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

8. Proprietary Information: The Mobile Banking service, as well as the content and materials you may receive or access through your use of the service, is proprietary to the Bank and any of its licensors, and is for your personal, non-commercial use only. You will not damage, impair, interfere with, or disrupt any banking services or functionality.

9. Relationship With Bank Services: Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of the Bank's control. The Bank will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking, and you agree that neither the Bank nor its service providers will be liable for any errors or delays in the content or for any actions taken in reliance thereon.

The Bank will not be liable for any delays or failures in your ability to access its Mobile Banking service or in your receipt of any text messages, as access and messaging are subject to effective transmission from your network provider and processing by your mobile device, as well as delays and interruptions in the Internet. Mobile Banking services including text messaging are provided on an as is, as available basis.

10. Use of Third Party Services: You agree to abide by any third party services' terms and conditions of use when using Mobile Banking. Without limiting the foregoing, 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.

11. Indemnification: You agree to indemnify, defend and hold the Bank harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking and text messaging services and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these Terms and Conditions.

12. Miscellaneous: You represent that you are the owner or authorized user of the mobile device you use to receive the Mobile Banking service, and that you are authorized to approve the applicable charges. By using Mobile Banking, you agree that the Bank may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. If you lose or misplace your phone, you agree to deactivate your phone from Mobile Banking using internet banking or by contacting the Bank at 262-670-3878.

Not all of the Online Banking services and functionality on the Online Banking website are available when you use a mobile device, and Mobile Banking and functionality available to you may vary based on the mobile device you use. The Bank will notify you of which Online Banking services and functionality are available through Mobile Banking. For those Online Banking services available through your mobile device, the Online Banking services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Online Banking services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking.

You acknowledge that a third-party licensor may provide some or all of the services described herein. The Bank is not responsible or liable for the acts, omissions, systems or services provided by the licensor.

The Bank reserves the right to alter charges and/or these Terms and Conditions from time to time, and the Bank reserves the right to discontinue the Mobile Banking service at any time without notice. The Bank may suspend or terminate the service to you if the Bank believes you are in breach of these Terms and Conditions, the Agreement or any account agreement between you and the Bank. The service is also subject to termination in the event your wireless service terminates or lapses.

Forte Bank's Terms and Conditions for Mobile Deposit

These Mobile Deposit Terms and Conditions apply to your use of our electronic banking, including Online Banking, Mobile Banking, Mobile Deposit and other banking services (collectively the "Services"), which permit you to access your accounts with us via the internet or your mobile device. The terms "you" and "your" refer to each depositor on an account accessible by the services, and the terms "Forte Bank," "Bank," "us," "we," and "our" refer to Forte Bank. Other Agreements you have entered into with Forte Bank, including Online Banking Agreement, Forte Bank Hartford Security Schedule, and Mobile Banking Terms and Conditions are incorporated by reference and made a part of these Terms and Conditions.

1. Description: The Mobile Deposit service provides you the ability to access and make deposits to your designated eligible Accounts using the Software. Mobile Deposit is designed to take advantage of the Check Clearing for the 21st Century Act and its regulations (collectively "Check 21"). Mobile Deposit enables you to use a compatible handheld device to photograph an image of an original paper check (each an "original Check") that is drawn on or payable through United States financial institutions (each a "Check Image") and to electronically submit the Check Image and associated deposit information to Forte Bank from your home or other remote locations using the Software for deposit into a designated eligible Account for collection thereafter by the Bank. A Check Image submitted to Forte Bank electronically for deposit is not deemed received until the Bank accepts and confirms receipt of your Check Image deposit.

2. Requirements: Your use of Mobile Deposit is subject to the following requirements:

- To access Mobile Deposit you must have or acquire and maintain a compatible handheld device with the ability to take photographs and a wireless plan from a compatible wireless carrier or access to a secure Wi-Fi network.
- Forte Bank will automatically qualify and approve you to use Mobile Deposit based on pre-established account eligibility criteria set from time to time by the Bank. Forte Bank reserves the right to change eligibility criteria for Mobile Deposit at any time.
- You may photograph and submit Check Images for deposit to Forte Bank within dollar limits ("Deposit Limits") established for you by the Bank. Forte Bank reserves the right to limit the frequency and dollar amount of deposits submitted through Mobile Deposit. If you exceed the Deposit Limits established for you, the Bank may in its sole discretion accept or refuse the Check Image deposit. If, at any time, Forte Bank accepts a Check Image deposit that exceeds your Deposit Limits, the Bank will have no obligation to do so in the future. Forte Bank may at any time, at its sole discretion, raise or lower your Deposit Limits.
- By accessing Mobile Deposit, you authorize Forte Bank to provide you with access to all of the eligible Accounts qualified to participate in Mobile Deposit. The following Account types are

currently eligible for Mobile Deposit: checking, savings, and money market Accounts. Forte Bank reserves the right to limit the features of Mobile Deposit available with respect to different types of eligible Accounts.

3. Deposit Processing: Photographing and submitting Check Image deposits does not constitute receipt of the deposit by Forte Bank. Generally, Check Image deposits received prior to 4:00 pm Central Time (CT) are processed on the Business Day of receipt. For purposes of this Agreement, Business Day means any day other than Saturdays, Sundays, and federal holidays. Any Check Image deposit received after 4:00 pm CT on a Business Day or on a day other than a Business Day will be processed on the next Business Day Forte Bank is open for normal business. Acknowledgement that your Check Image deposit has been received by the Bank does not mean that the Check Image deposit was received error free.

4. Eligibility Criteria: You agree that you will use Mobile Deposit to photograph only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing number and denominated in U.S. Dollars, and intended for deposit by you to your designated Account with Forte Bank. All other items may be deposited by alternate methods such as in person or by mail, including a completed deposit account slip.

5. Ineligible Check Images: you understand that Forte Bank is not obligated to accept for deposit any Check Image that the Bank in its sole discretion determines to be ineligible for Mobile Deposit.

Ineligible items include:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Forte Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Forte Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Check images must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board or any other regulatory agency, clearing house or association.

6. **Endorsements and Procedures:** You agree to restrictively endorse any item transmitted through Mobile Deposit as “for mobile deposit only, Forte Bank” with your signature, or as otherwise instructed by Forte Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time.

7. **Receipt of Items:** We reserve the right to reject any item transmitted through Mobile Deposit Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Mobile Deposit Service that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that Forte Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

8. **Destruction of Check Images:** You shall fully destroy each Original Check in your Check Image deposit thirty (30) days following receipt and crediting of your Check Image deposit or as Forte Bank may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location. You understand each original Check must be fully destroyed following any retention period and that a paper shredder is one such method to assure destruction. You are responsible if an Original Check is misused following submission by Mobile Deposit and its full destruction.

9. **Cooperation with Investigations:** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

10. **Representation and Warranties:** You make the following representations and warranties:

- Failure to protect your hardware and security credentials may allow an unauthorized party to access Mobile Deposit and transmit an electronic item for deposit. All users of Mobile Deposit through your security credentials will be deemed to be users authorized by you and binding upon you. You assume the entire risk for the fraudulent or unauthorized use of your security credentials. You agree to (i) exercise responsible behavior when using Mobile Deposit, (ii) follow the instructions and recommendations that Forte Bank provides you with respect to Mobile Deposit and (iii) use maximum caution in protecting your hardware and security credentials from unauthorized access. You agree to notify Forte Bank immediately if you become aware of any loss or theft of, or any unauthorized use of Mobile Deposit or your security credentials.
- You shall not alter any Original Check or Check Image and shall review the Check Image to ensure that it accurately represents all of the information on the front and back of the Original Check at the time you photographed the Check Image.
- You shall submit to Forte Bank only Check Images that are suitable for processing, including, but not limited to, Check Images that are legible and contain machine-readable MICR (magnetic ink character recognition) data.
- You shall destroy the Original Checks as stated above.
- You shall not submit to Forte Bank or to any other person or entity for deposit or credit any Original Check if a Check Image of the Original Check has already been submitted and accepted for deposit into your Account with Forte Bank or which you previously submitted to and was accepted by any other person or entity for deposit.

- You shall not deposit into your Account with Forte Bank or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Check Image deposit to Forte Bank, unless following receipt of your submission, Forte Bank notifies you that the Check Image is ineligible and not accepted for deposit or that the Check Image or any Substitute Check created from the Image is refused by the financial institution upon which it is drawn.
- You shall indemnify, defend, and hold Forte Bank and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Image, Substitute Check, or Original Check processed through Mobile Deposit as described above.
- You shall use Mobile Deposit only for your own personal or home office use in accordance with the terms of this Agreement. You shall not make Mobile Deposit available or transfer your rights to use Mobile Deposit for the benefit of any third party.
- You agree to notify Forte Bank of any suspected errors regarding items deposited through Mobile Deposit immediately, and in no event later than 30 days after the applicable Forte Bank account statement is sent. Unless you notify Forte Bank within 30 days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against Forte Bank for such alleged error.

11. Acknowledgment, Limitation of Liability: Forte Bank will acknowledge receipt of your Check Image deposit submitted through Mobile Deposit and notify you if a Check Image is not eligible for deposit. Forte Bank's ability to provide Mobile Deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and the Bank's response. Forte Bank shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Mobile Deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within the Bank's control.

12. Business Accounts: The following provisions are applicable to Business Accounts. "Business Accounts" mean sole proprietorships, partnerships, limited liability companies, corporations, and other forms of business organization that are not "consumer" accounts maintained primarily for personal, family or household purposes.

- For Business Accounts using Mobile Deposit, Forte Bank is not responsible for any loss, injury or damage, whether direct, indirect, special, consequential, exemplary, economic or otherwise, caused by Mobile Deposit or the use of Mobile Deposit except as otherwise expressly provided for in the Agreement or by applicable law. By using Mobile Deposit to access your Business Accounts, you are responsible for any unauthorized use of Mobile Deposit and any loss or damages incurred due to the unauthorized access to your Business Accounts.
- If your deposit activity through Mobile Deposit exceeds your Deposit Limits, Forte Bank reserves the right to disable your access to Mobile Deposit Service and provide you with information on other business banking electronic deposit options that may be available to you.
- If any person authorized access through Mobile Deposit to conduct transactions on any Business Account is no longer authorized, it is your responsibility to notify Forte Bank. The Bank shall not be liable or responsible to you for any transactions conducted on a Business Account by any person whose authority to conduct transactions is no longer in effect until Forte Bank is expressly notified.

13. Fees: Mobile Deposit is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of Mobile Deposit. If you continue to use Mobile Deposit after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you may be required to designate an account at Forte Bank from which fees for the Service will be debited (your “Billing Account”). Any applicable fees for Mobile Deposit may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

14. Enforceability: We may waive enforcement of any provision of these Terms and Conditions. No waiver or a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Terms and Conditions. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

15. DISCLAIMER OF WARRANTIES: YOU AGREE YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

16. LIMITATION OF LIABILITY: YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR INABILITY TO USE MOBILE DEPOSIT INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF MOBILE DEPOSIT, REGARDLESS OF THE FORM OR ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FORTE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

17. Consent to Electronic Communications: You agree that Forte Bank may provide you with all disclosures, notices, and other communications about Mobile Deposit, and any future amendments or changes or additions to this Agreement, in electronic form. Forte Bank will provide all future updates to these Terms and Conditions by posting the updated Terms and Conditions on our Website. At your request, Forte Bank agrees to provide you with a paper copy of these Terms and Conditions. You may request paper copies of these Terms and Conditions by calling a Deposit Operations Representative at (262)-670-3878. Your consent to receive notices and updates in electronic form only will apply for as long as you use Mobile Deposit. You may withdraw your consent at any time by choosing to cancel Mobile Deposit. Forte Bank may amend or change the terms and conditions stated in this Agreement

(including changes in the fees and charges hereunder) by giving you at least the minimum notice required by law or regulation before the effective date of the amendment or change.

Amendments may include adding new terms or conditions and deleting existing terms and conditions. Prior notice need not be given where an immediate change in terms or conditions is necessary to maintain or restore the security of Mobile Deposit or the safety of Forte Bank's relations with you or is otherwise required immediately by law or applicable regulation. Forte Bank shall thereafter promptly advise you of any such change in writing.

You may print these Terms and Conditions by visiting www.fortebankwi.com.

Last Updated October 2024

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for Forte Bank Mobile Banking that may be available for certain 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 Forte 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 Forte Bank Mobile Banking. Forte 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 does not 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 Forte Bank Mobile Banking.

Android is a trademark of Google Inc.

Forte Bank Mobile Privacy Notice

Forte Bank Mobile Banking (the "App") helps you manage your money, view your transactions and accounts, making it easy to manage your finances on the go.

The App provides the Services to users on behalf of Forte Bank (the "Bank") as a service provider. This Privacy Notice, in combination with relevant privacy notices that the Bank provides to you (e.g., pursuant to financial privacy laws), informs you of the policies and practices regarding the collection, use and disclosure of any personal information that the App collects from or about users in connection with our mobile application (the "Services"). The specific capabilities of the Services available to you vary depending on the Bank. You can find more information about the Bank's privacy policies and your choices at the Bank's website or by contacting the Bank.

Depending on the services offered by Your Financial Institution the App may allow you to:

- get real-time balances for your accounts
- manage your money
- view your transactions and statements
- make transfers
- pay your bills and manage billers

- pay other people
- deposit a check
- manage cards
- locate branches and ATMs
- receive alerts

THE TYPES OF INFORMATION THE APP COLLECTS

The App may collect personal information from you in the following ways:

(a) Personal Information You or the Bank Provides.

- The App may collect personal information from you or your financial institution, such as your first and last name, address, e-mail, User IDs, telephone number, and social security number when you open a new financial account or register for other financial services. Device images/videos may be accessed when you deposit a check or use a QR code to make peer to peer payments using Zelle or other payments functionality. Device contacts may be accessed when you to make peer to peer payments using Zelle or other payments functionality. Device location may be accessed to detect and prevent card transaction fraud and also to provide branch and atm locations.
- The App may collect the financial and transaction information necessary to provide you with the Services, including account numbers, payment card expiration date, payment card identification, verification numbers, and transaction and payment history.
- If you provide feedback or contact the App via email, the App will collect your name and email address, as well as any other content included in the email, in order to send you a reply.
- The App also collects other types of personal information that you provide voluntarily, such as any information requested by the App if you contact the App via email regarding support for the Services.

(b) Personal Information Collected from Third Parties. The App may collect certain information from identity verification services and consumer reporting agencies, including credit bureaus, in order to provide some of our Services.

(c) Personal Information Collected Via Technology. We and our service providers may automatically log information about you, your computer or mobile device, and your interaction over time with our Services, our communications and other online services, such as:

- Device data, such as your computer's or mobile device's operating system type and version, manufacturer and model, browser type, screen resolution, RAM and disk size, CPU usage, device type (e.g., phone, tablet), IP address, unique identifiers, language settings, mobile device carrier, radio/network information (e.g., WiFi, LTE, 3G), and general location information such as city, state or geographic area.
- Online activity data, such as pages or screens you viewed, how long you spent on a page or screen, the website you visited before browsing to the Service, navigation paths between pages or screens, information about your activity on a page or screen, access times, and duration of access.
- Cookies, which are text files that websites store on a visitor's device to uniquely identify the visitor's browser or to store information or settings in the browser for the purpose of helping you navigate between pages efficiently, remembering your preferences, enabling functionality, and helping us understand user activity and patterns.

- Local storage technologies, like HTML5 that provide cookie-equivalent functionality but can store larger amounts of data, including on your device outside of your browser in connection with specific applications.
- Web beacons, also known as pixel tags or clear GIFs, which are used to demonstrate that an email was accessed or opened, or that certain content was viewed or clicked.
- Location Information. If you have enabled location services on your phone and agree to the collection of your location when prompted by the Services, the App will collect your location information when you use the Services; for example, to provide our fraud detection services. If you do not want the App to collect this information, you may decline the collection of your location when prompted or adjust the location services settings on your device.

HOW THE APP USES YOUR INFORMATION

(a) General Use. In general, the App uses your personal information to respond to your requests as submitted through the Services, to provide you the Services you request, and to help serve you better. The App uses your personal information in the following ways:

- facilitate the creation of, secure and maintain your account;
- identify you as a legitimate user in the App's system;
- provide improved administration of the Services;
- provide the Services you request;
- improve the quality of experience when you interact with the Services;
- send you administrative e-mail and/or push notifications, such as security or support and maintenance advisories; and
- send surveys, offers, and other promotional materials related to the Services.

(b) Compliance and protection. We may use your personal information to:

- comply with applicable laws, lawful requests and legal process, such as to respond to subpoenas or requests from government authorities;
- protect our, your or others' rights, privacy, safety or property (including by making and defending legal claims);
- audit our internal processes for compliance with legal and contractual requirements and internal policies;
- enforce the terms and conditions that govern the Service; and
- prevent, identify, investigate and deter fraudulent, harmful, unauthorized, unethical or illegal activity, including cyberattacks and identity theft.

(d) Creation of Non-Identifiable Data. The App may create de-identified information records from personal information by excluding certain information (such as your name) that makes the information personally identifiable to you. The App may use this information in a form that does not personally identify you to analyze request patterns and usage patterns to enhance the App's products and services. The App reserves the right to use and disclose non-identifiable information to third parties in its discretion.

DISCLOSURE OF YOUR PERSONAL INFORMATION

The App discloses your personal information as described below.

(a) At the Direction of the Bank. The App may share your information with the Bank or with third parties at the direction of the Bank. Other than as described in this Privacy Notice in connection with the Services, this Privacy Notice does not apply to the processing of your information by the Bank or third parties with whom the App shares information at the Bank's direction.

(b) Third Party Service Providers. The App may share your personal information with third party or affiliated service providers that perform services for or on behalf of the App, for the purposes described in this Privacy Notice, including: to provide you with the Services; to conduct quality assurance testing; to facilitate the creation of accounts; to optimize the performance of the Services; to provide technical support; and/or to provide other services to the App.

(c) Corporate Restructuring. The App may share some or all of your personal information in connection with or during negotiation of any merger, financing, acquisition or dissolution transaction involving the sale, transfer, divestiture, or disclosure of all or a portion of the App's business or assets. In the event of an insolvency, bankruptcy, or receivership, personal information may also be transferred as a business asset. If the App's company, business or assets is acquired by another company, that company will possess the personal information collected by the App and the company will assume the rights and obligations regarding your personal information as described in this Privacy Notice.

(d) Authorities and Others. Regardless of any choices you make regarding your personal information, the App may disclose your personal information to law enforcement, government authorities, and private parties, for the compliance and protection services described above.

LINKS TO OTHER SITES

The Services may contain links to third party websites. When you click on a link to any other website or location, you will leave the Services and go to another site and another entity may collect personal and/or anonymous **information from you. The App's provision of a link to any other website or location is for your convenience and does not signify an endorsement of such other website or location or its contents. The App has no control over, does not review, and cannot be responsible for, these outside websites or their content. Please** be aware that the terms of this Privacy Notice do not apply to these outside websites. We encourage you to read the privacy notice of every website you visit.

YOUR CHOICES REGARDING YOUR INFORMATION

You have several choices regarding use of information on the Services.

(a) How We Respond to Do Not Track Signals. Some web browsers transmit "do not track" signals to the websites and other online services with which your web browser communicates. There is currently no standard that governs what, if anything, websites should do when they receive these signals. The App currently does not take action in response to these signals. If and when a standard is established, the App may revise its policy on responding to these signals.

(b) Access, Update, or Correct Your Information. You can access, update or correct your information by changing preferences in your account. To do so, you should contact Your Financial Institution. For additional requests, please contact Your Financial Institution on whose behalf we are providing the Services to you.

(c) Opting Out of Email or SMS Communications. If you have signed-up to receive our email marketing communications, you can unsubscribe any time by clicking the "unsubscribe" link included at the bottom

of the email or other electronic communication. Alternatively, you can opt out of receiving marketing communications by contacting us at the contact information under "Contact Us" below. If you provide your phone number through the Services, the App may send you notifications by SMS, such as provide a fraud alert. You may opt out of SMS communications by unlinking your mobile phone number through the Services.

(d) Opting Out of Location Tracking. If you initially consented to the collection of geo-location information through the Services, you can subsequently stop the collection of this information at any time by changing the preferences on your mobile device. Please note, however, that if you withdraw consent to **our** collection of location information, you may no longer be able to use some features of the Services.

SAFEGUARDS AND RETENTION

We implement reasonable administrative, technical and physical measures in an effort to safeguard the information in our custody and control against theft, loss and unauthorized access, use, modification and disclosure. Nevertheless, transmission via the internet is not completely secure and we cannot guarantee the security of your information.

Federal laws and regulations require that US financial institutions retain original, active and historical records. Your personal and financial data will be retained for a period of five to ten years, depending on applicable laws, regulations and legitimate business needs.

A NOTE ABOUT CHILDREN

The Services are not directed towards individuals under the age of 18, and **the App** does not intentionally gather personal information about visitors who are under the age of 18. If a child under 18 submits personal information to **the App** and **we** learn that the personal information is the information of a child under 18, **we** will attempt to delete the information as soon as possible.

PRIVACY NOTICE UPDATES

This Privacy Notice is subject to occasional revision. Your Financial Institution may notify you, in their sole discretion, of any material changes in its collection, use, or disclosure of your personal information by posting a notice on the Services. Any material changes to this Privacy Notice will be effective thirty (30) calendar days following notice of the changes on the Services or immediately where no notice is given. These changes will be effective immediately for new users of the Services. If you object to any such changes, you must notify **us** prior to the effective date of such changes that you wish to deactivate your account. Continued use of the Services following notice of any such changes (or use of the Services after any such changes) shall indicate your acknowledgement of such changes.

CONTACT US

If you have any questions or complaints about **this Privacy Notice or the App's data collection or processing practices, or if you want to report any security violations to the App, please contact the App** by email at: **info@fortebankwi.com** or by mail at P.O. Box 270106, Hartford, WI 53027.

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