

## PEOPLES WEBSITE AND APP TERMS OF USE

Effective Date: October 31, 2019

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**If you do not agree to the following Terms of Use, we kindly ask you do not access or use the Site.**

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Peoples reserves the right to change, modify, or discontinue the Site or any portion of the Site, including any and all content, at any time, without notice to you. Peoples reserves the right to modify or amend these Terms of Use at any time. All changes will be effective immediately upon their posting on the Site. If we make a material change to these Terms of Use, we will endeavor to notify you of that change via email, if we have your email address on file. By accessing the Site after any changes to these Terms of Use, you agree to all such changes, regardless of whether you receive an email.

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### **3. YOUR ACCOUNT.**

If you register for an online account with Peoples on the Site, you are responsible for maintaining the confidentiality of your username and password. You agree to accept full responsibility for all activities that take place under your username. You agree that your personal

information and other data you submit to us is true, accurate, and up to date at all times. You agree to immediately notify Peoples if you suspect any breach of security related to the Site.

#### **4. TERMINATION/SUSPENSION.**

You agree that Peoples may issue a warning, temporarily suspend, indefinitely suspend, or terminate your right to use or access all or any part of the Site, including any online account hereon, without notice, for any reason in Peoples' sole discretion, including, without limitation, violation of these Terms of Use or Peoples' belief that your use or access would violate any applicable law or would be harmful to the interests of, or potentially cause financial loss or legal liability to, Peoples, another user, or any third party.

#### **5. PRIVACY.**

By accessing and using the Site, you agree to the terms of Peoples' Digital Privacy Policy, which are incorporated into these Terms of Use by reference. You are also expressly agreeing and consenting to the collection and use of your personal information and other data as set forth in (and more fully described in) the Digital Privacy Policy. Peoples also uses and shares its customers' personal information in accordance with the terms of its Privacy Notice.

#### **6. TRADEMARKS.**

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#### **7. COPYRIGHT AND OTHER PROPRIETARY RIGHTS.**

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## **8. DIGITAL MILLENNIUM COPYRIGHT ACT.**

If you have reason to believe that material on the Site infringes your copyright, please send a notice by mail or email to the contact information listed below requesting that the infringing material be removed. The notice must contain the following information:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright;
- B. A description of the work claimed to have been infringed, or a representative list of such works if the notice is intended to cover multiple works on the Site;
- C. Identification of the allegedly infringing material and where the material is located on the Site;
- D. Your contact information, including your name, address, telephone number, and email address;
- E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- F. A statement that the information in the notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the exclusive right that has allegedly been infringed.

## **9. CHILDREN'S PRIVACY.**

Individuals under the age of 18 ("Minors") are not permitted to use the Site without the supervision of a parent or legal guardian. Furthermore, we do not knowingly collect or solicit personal information from children under the age of 13 or knowingly allow such persons to register for an online account or to post personal information on our Site.

## **10. THIRD-PARTY SITES.**

The Site may contain links to other unrelated websites on the Internet. Peoples is not responsible for and has no obligation to review the content, accuracy, copyright compliance, decency standards, or other materials on such websites. These Terms of Use do not apply to such unrelated websites and you should review the privacy policy and terms of use for any Site that you visit. Peoples makes no representations or warranties regarding the security of any information you make available to such websites. Peoples is not liable for any losses or damages incurred as the result of your business dealings with such third parties.

## **11. DISCLAIMER OF WARRANTIES.**

THE SITE, INCLUDING ANY CONTENT PROVIDED THROUGH THE SITE, MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. PEOPLES AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SITE OR CONTENT CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL SUCH CONTENT ON THE SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND,

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## **12. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PEOPLES AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR THE LOSS OF USE OR REPLACEMENT OF DATA, OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE OR ANY OF ITS CONTENT WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PEOPLES OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TERMS OF USE, TO THE EXTENT PERMISSIBLE BY LAW, PEOPLE'S AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES OR WARRANTIES. ACCORDINGLY, SOME OF THE EXCLUSIONS AND LIMITATIONS ABOVE MAY NOT APPLY.

## **13. YOUR LIABILITY.**

You agree to compensate, defend, and hold harmless Peoples, its officers, representatives, directors, employees, consultants, third party suppliers, and agents from any and all losses, expenses, third-party claims, liabilities, damages, and costs (including, without limitation, attorneys' fees) arising from or related to your use of the Site, your use of any material, information, data downloaded, or otherwise obtained from the Site, or your violation of these Terms of Use, including without limitation, your infringement of any intellectual property or other right of Peoples or any other person or entity.

## **14. INTERPRETATION AND DISPUTES.**

These Terms of Use are governed by the laws of the United States and the State of Wisconsin, without regard to any conflict of laws provisions. Venue shall be proper exclusively in Green Bay, Wisconsin with respect to any dispute arising under these Terms of Use, unless otherwise specifically agreed in writing by Peoples in its sole discretion. If any provision of these Terms of Use is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator shall modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable, then the provision shall be severed and the remaining terms of these Terms of Use shall be interpreted and read to give them

maximum enforceability. Any cause of action or claim with respect to the Site must be commenced within two (2) years after the action or claim arises or is discovered.

### **15. ENTIRE AGREEMENT.**

These Terms of Use and the Peoples Digital Privacy Policy constitute the entire agreement between you and Peoples relating to the subject matter herein, and supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Notwithstanding the foregoing, certain services accessible through the Site, especially financial services for which you apply or register, may have their own terms and conditions that apply to your use of that particular service, such as the Business Online Banking and Master Cash Management Agreement. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by Peoples. These Terms of Use will inure to the benefit of Peoples' successors and assigns.

### **16. ELECTRONIC COMMUNICATIONS.**

You acknowledge that these Terms of Use are a valid and binding agreement. To the fullest extent permitted by law, you agree that these Terms of Use and any other documentation, agreements, notices, or communications between you and Peoples may be provided to you electronically. Please print a copy of all such documentation, agreements, notices, or other communications for your reference.

### **17. CONTACT US.**

To ask questions or comment about these Terms of Use, please contact us using one of the options below:

- Via telephone: 888-929-9902
- Via mail: Peoples State Bank  
Attn: Customer Service Department  
1905 Stewart Ave.  
PO Box 1686  
Wausau, WI 54402-1686
- Via email: [customerservice@bankpeoples.com](mailto:customerservice@bankpeoples.com)