

BANK OF NEBRASKA

INTERNET BANKING & MOBILE DEPOSIT AGREEMENT

Bank of Nebraska offers on-line internet access to your account(s), ("24 Hour Account Information Connection"). Please read the agreement carefully and keep it for your records. By requesting and using one of these services, you have agreed to comply with the terms and conditions of this agreement. The Bank also agrees to the terms and conditions.

I. 24 Hour Account Information Connection (Internet Banking)

This service may be used to:

Access your account balances and review transaction history.

Transfer funds between your Bank of Nebraska Bank account(s) - Transfers are processed immediately upon transmittal. Transfers after 6:00 p.m. CST on a business day (Monday – Thursday) will not be available to you until the following business day. All transfers made prior to 6:00 p.m. (Monday – Thursday) CST are available immediately. Transfers after 6:30 p.m. CST on a business day (Friday) will not be available to you until the following business day. All transfers made prior to 6:30 p.m. CST (Friday) are available immediately. Because regulations require the Bank to limit pre-authorized transfers, including 24 Hour On-Line Account Information Connection transfers from certain types of accounts, the following limitations apply:
Type of Transfers You may access your accounts by computer using your customer ID and password to:

- transfer funds from checking to savings and money market account(s)
- transfer funds from savings and money market to checking account(s)
- transfer funds from checking to checking account(s)
- transfer funds from savings and/or money market to savings and money market account(s)
- make payments from checking, savings, and money market accounts to loan accounts with Bank of Nebraska
- get information about the account balance of your checking, savings, and money market accounts and deposits and withdrawals
- get information about account balances of certificates of deposit and loans

Limitations on Frequency of Transfers

- Transfers from a savings account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per month.
- Transfers from a money market savings account to another account or to third parties by preauthorized, automatic, or telephone transfer or by check or similar order to third parties are limited to six per month.

Periodic Statements

- You will get a monthly account statement from us for your checking accounts.
- You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Make regular loan payments by transferring funds from your related Bank of Nebraska Bank Account(s) - The outstanding principal balance is available for your on-line viewing. You can make a regular loan payment by transferring funds from your checking, savings or money market account to the loan. To obtain a loan payoff quote, please contact Bank of Nebraska's Loan Department at (402) 537-7190.

Review your loan history – You can review the current available balance and outstanding balance for the loan. Also displayed are current year to date interest and previous year to date interest.

Export transactions to your personal money management software - QuickBooks® 2013 and above, Quicken® 2013 and above, Quicken® 99-2004, Quicken® 98 and below, Microsoft® Money 98 and Above, Microsoft® Money 97 and Below, Comma Delimited, or BA12. You will continue to receive regular account statements either monthly or quarterly, depending on the type of account.

II. Other Terms and Conditions

Hours of Operation - The services are available 24 hours a day, seven days a week, except during special maintenance periods. For the purposes of transactions, Bank of Nebraska's Business Days are Monday through Friday, excluding holidays.

Password - To ensure the privacy of your password, your password will be encrypted on our system and will not be displayed to any Bank of Nebraska employees. If you forget your password, a bank representative will need to create a new one for you, or you may enter your email address in the secure internet banking site and a new temporary password will be emailed to you. In the case of a bank representative resetting your password, the next time you login the system will automatically step you through the process of creating a new password. If you complete this application form by hand (written), you will also be prompted to create a new password the first time you login. Bank of Nebraska uses dual authentication to verify our customers. After you have entered your login name and password you will have security questions to answer. All of these steps will help protect your account from unauthorized use.

Your Rights and Liabilities - Security of your transactions is important to us. Use of the Internet Banking services will therefore require a customer ID and password. If you lose or forget your customer ID or password, please call (402)331-8550 during normal business hours. We will accept as authentic any instructions given to us through the use of your customer ID or password. You agree to keep your customer ID and password secret and to notify us immediately if your customer ID or password is lost or stolen or if you believe someone else has discovered your customer ID or password. You agree that if you give your customer ID or password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Internet Banking services. You may change your password at any time by using internet banking online services. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Internet Banking services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you).

Tell us **AT ONCE** if you believe your customer ID and/or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days after you learn of the loss or theft of your customer ID and/or password, you can lose no more than \$50.00 if someone used your customer ID and/or password without your permission.

If you do **NOT** tell us within two (2) business days after you learn of the loss or theft of your customer ID and/or password, and we can prove we could have stopped someone from using your customer ID and/or password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any funds you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your customer ID and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this agreement.

WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN CUSTOMER ID OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

Bank Liability - For Failure to Make a Transfer - If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for the amount of any losses or damages incurred by you and resulting directly from such failure. You agree that the Bank will not be liable for failure to properly complete a transfer in the following instances:

- If through no fault of ours, your Account has insufficient funds to complete a transfer. If a transaction is processed against insufficient funds, you may have to repay the amount involved, in addition to any overdraft fees.
- If circumstances beyond our control (such as flood, fire or power outage) prevent the transfer.
- If telephone, communication link or service were not working properly and you knew about the problem when you started the transfer.
- If your transfer authorization terminates by operation of law.
- If your funds are subject to legal process or other encumbrance restricting the transfer.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If you believe someone has accessed your account(s) without your permission and you fail to notify us immediately.
- If we have a reasonable basis for believing that unauthorized use of your Password or Account has occurred or may be occurring,
- If you default under this Agreement, the deposit Account agreement, or any other agreement with us, or if this Agreement is terminated by either party (you or Bank of Nebraska).
- • If you have not properly made a transfer or payment.
- • If we have received incomplete or inaccurate information from you involving the Account or transfer.

The Bank will not be liable for any losses, resulting from circumstances over which we have no direct control, including, but not limited to, the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, operator errors, log-in sequences, severe weather, earthquakes, floods or other such events. You acknowledge that there are alternative methods for accessing the information and conducting the transactions provided by these Services, such as Telephone Banking or calling Bank of Nebraska during normal business hours. In the event you should experience problems in accessing this service, you will attempt to access such information and conduct such transactions by such alternative methods. There may be other exceptions stated in this Agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any indirect incidental or consequential damages.

In case of errors or questions regarding 24 Hour On-Line Account Information Connection (Internet Banking) contact our bankers at:

Account Information Connection
(402) 331-8550, 8:30 a.m. - 5:00 p.m. Central Time, Mon. - Fri.
7223 South 84th Street, La Vista, NE 68128

Notification should be as soon as possible. If you think your statement is wrong, such as a transfer that you did not make or authorize, we must hear from you at the specified telephone number or address above no later than sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not recover any money lost after the sixty (60) days which would not have been lost if we had

been notified in time. If you need more information about a transfer or bill payment listed on your statement please contact us at the above address or phone. We will need the following information:

- Your name, account number, and dollar amount of the suspected error.
- A description of the error or the transfer in question and an explanation concerning why you believe it is an error, or the additional information needed regarding a transaction in question. If the report is made orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will notify you with the results of our investigation within ten (10) Business Days after you contact us and will correct the error promptly. If more time is needed, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If this occurs, we will provisionally credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account until the investigation is completed and it is determined that an error did occur. If your notice of error concerns a transaction that occurred during the first thirty (30) days after the first deposit to the account was made, the applicable time periods are twenty (20) business days in place of ten (10) business days and ninety (90) days in place of forty-five (45) days. We will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we determine that no error occurred, we will send you a written explanation. You may request copies of the documents that we used in the investigation. If we provisionally credited funds to your Account and we determine there was no error, the funds will be withdrawn from your account for the provisionally credited amount.

Electronic Mail - If you send Bank of Nebraska an electronic mail message, it will be deemed to have been received on the following business Day. We will have a reasonable time to act on your e-mail. E-mail is not necessarily secure against interception. If your communication is sensitive or contains personal information such as social security number or account numbers, you may want to send it through the US Postal Service or telephone us instead. You should not rely on electronic mail if you need to communicate with Bank of Nebraska immediately. For example, if you need to report the theft of your password, an unauthorized transaction from one of your Accounts or if you need to stop a payment that is scheduled to occur, you should contact us by phone at (402) 331-8550. You agree that Bank of Nebraska may respond to you by electronic mail with regard to any matter related to these services, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Bank of Nebraska shall be considered received within three (3) calendar days of the date sent by Bank of Nebraska, regardless of whether or not you sign on to the Service within that time frame. You also agree that Bank of Nebraska may send information about other products and services to you by electronic mail.

Error Resolution Notice - In case of errors or questions about your electronic transfers call or write us at the telephone number or address listed below. Notify us immediately if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the **FIRST** statement on which the problem or error first appeared.

- 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 orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Confidentiality - We will disclose information to third parties about your account or the transfers you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- as explained in the separate Privacy Disclosure

Information concerning your account history with Bank of Nebraska will be shared within the Bank of Nebraska organization. A copy of our privacy policy is available on our Website, www.bankofnebraska.com or you may ask for one at any of our locations.

Limitation of Liability Except - as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by the Internet Banking service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment..

Waivers - No waiver of the terms of this Agreement will be effective, unless in writing and signed by an officer of this bank.

Assignment - You may not transfer or assign your rights or duties under this Agreement.

Governing Law - The laws of the State of Nebraska shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

Indemnification - Customer, in consideration of being allowed access to the Internet Banking services, agrees to indemnify and hold the Bank harmless for any losses or damages to the Bank resulting from the use of the Internet Banking services, to the extent allowed by applicable law.

System Requirements - In order to use these Services, you must have a personal computer with an Internet capable browser and access to the Internet through your Internet service provider, or through any computer with Internet access. You will be responsible for providing all equipment and connections, including upgrades needed to access and use these Services. You are also responsible for obtaining, maintaining and upgrading anti-virus software to protect from viruses or other malicious codes that may affect your software or your access to these Services. 24 Hour On-Line Account Information Connection can be accessed from any computer with Internet access and a secure web browser. In the event that Bank of Nebraska should change any hardware or software requirements, we will give prior notice as required by law to allow you to obtain upgrades.

Fee Schedule

- Personal Accounts
- 24 Hour On-Line Account Information Connection – **Free**
- Business Accounts
- 24 Hour On-Line Account Information Connection – **Free**

Other Agreements - In addition to this Agreement, you and Bank of Nebraska agree to be bound by and comply with the requirements of the agreements applicable to each of your on-line accounts. Your use of 24 hour On-Line Account Information Connection is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your account(s) at Bank of Nebraska, which include, but not limited to, the charges that may be imposed for electronic funds transfers, insufficient funds fee, etc. listed in the disclosures, as well as the fee schedule listed above in this Agreement. We will automatically deduct the fees related to these Services from your designated account each month.

Inactivity / Termination - You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts, which you access when using these Services. We can terminate your electronic banking privileges under this Agreement without notice to you;

- If you do not pay any fee required by this Agreement when due, if you do not comply with the agreement governing your deposit, loan accounts or other accounts, or any account that is not maintained in good standing, if we have reason to believe that these services have been subject to unauthorized or improper use;

- We will promptly notify you if we terminate this Agreement or your use of these services for any other reason. If the Bank chooses to charge for these services we may convert your services access to an inactive status if you do not sign on to these services or have any transaction scheduled through these services during any consecutive 90 (ninety) day period. If your services access is considered inactive, you must contact us to have these services activated before you will be able to use these services. To cancel 24 Hour On-Line Account Information Connection you must notify us and provide your,

- name;
- address;
- whether you are discontinuing 24 Hour On-Line Account Information Connection;
- the effective date to stop these services.
- by sending an e-mail to info@bankofnebraska.com E-mail is not necessarily secure against interception. If your communication is sensitive, or includes personal information such as social security numbers or account numbers, you may want to send it through the U.S. Postal Service or telephone us instead;
- by calling (402) 331-8550 between the hours of 8:30 a.m.-5:00 p.m. Central Time, Monday through Friday;
- by writing a letter and mailing it to:

Bank of Nebraska 24 Hour On-Line Account Information Connection
7223 South 84th Street
La Vista, NE 68128

Modifications and Notices - Bank of Nebraska may modify, amend or revise this agreement and/or the terms and conditions applicable to these services at any time and from time to time, and the revised agreement or terms and conditions shall be effective on the date selected by Bank of Nebraska or at the earliest date allowed by applicable law. Any notice of revisions shall be sufficient if we send you a copy of such revisions or if we notify you that any revisions have been made and give you instructions how to obtain a copy of such revised agreement. Your continued use of these service(s) after the effective date of such revisions will constitute your acceptance of the revisions and the revised agreement. We may give you any notice under this agreement or related to these services, including notice of revisions or notices under Regulation E, CC, B, DD, M, or Z, by any one or more of the following methods:

- by sending notice by first-class mail or electronic mail at the address shown on our records;
- by placing a statement message in your statement for any of your account(s);
- by posting a notice on our Internet site.

You will be deemed to have received any notice by electronic mail three (3) calendar days after it is sent. We reserve the right to terminate this Agreement and your use of these Services in whole or in part at any time without prior notice.

Mobile Banking Agreement & Disclosure Addendum to Online Banking

Introduction - The following Terms and Conditions ("Agreement") apply to our Mobile Banking services (defined below).

By accepting this Agreement and using Mobile Banking, You agree to all the terms, conditions and notices contained in this agreement and accept responsibility for Your use of Mobile Banking. Please read this agreement carefully before accepting. We may amend **these terms**, and **modify** or cancel the mobile services and features We offer from time to time without notice, except as may be required by law.

We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this agreement and by any terms and conditions provided to You at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable.

Any deposit Account accessed through this service is also subject to the Account disclosures and regulations for the Account (Account Disclosures). You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to Your use of Mobile Banking.

Definition of Terms - As used in this Agreement, the following words have the meanings given below:

"Account(s)" - means Your eligible Bank of Nebraska Account(s) that are available through on-line Banking, can be accessed through Mobile Banking.

"Available Balance" - means the balance available at the time You make Your request, which is the total balance less any amounts that are held (e.g. based on funds availability), pledged (e.g. as security for a loan), or otherwise subject to restraint (e.g. due to legal process or levy). All outstanding transactions or holds on Your Account may not be included as of the time of Your request. Available Balance may not be the same as Collected Balance or Ledger Balance. For balance definitions, see also the Account Disclosures.

"Balance" - means Your "Available Balance."

"Device" - means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic and/or capable of sending and receiving text messages. **Your wireless carrier may assess You fees for data or text messaging services. Please consult Your wireless plan or provider for details.**

"Mobile Banking" - means the Banking services accessible from the Device You have registered with Us for Mobile Banking. The services included are: Short Message Service/Text messaging (SMS), mobile web and mobile applications.

"You" and **"Your(s)"** - mean each person who applies to use the service and each person who uses the Service.

"We," "Us," "Bank of Nebraska," "BON" and **"Bank"** means Bank of Nebraska.

Enrollment/Registration/Activation - Mobile Banking is offered as a convenience and a supplemental service to Your Banking with Us including our Online Banking Services. It is not intended to replace access to Online Banking from Your personal computer or other methods You use for managing Your Accounts and services with Us.

To enroll in Mobile Banking, You must have at least one active Account. You must have a Device to use with Mobile Banking.

You may enroll in SMS Mobile Banking from Your personal computer and register Your Device through on-line Banking. To register a Device, You must be the authorized user for the assigned number for the Device. You agree to provide Us with true, accurate, current and complete information during the enrollment/registration process.

Mobile Banking Cancellation - You may cancel SMS Mobile Banking at any time by texting STOP to 44660 or by unsubscribing through on-line Banking or call (402) 331-8550 and ask for technical support.

Description of Mobile Banking - Mobile Banking features and services may vary depending on the method of Mobile Banking We offer and method You select. Currently three methods of Mobile Banking are available. One is mobile text messaging that allows You to access available information via text messaging from Your Device. The second is mobile web, an internet-based platform You access via a URL unique to Your Device that allows You to access available information and make transfers between eligible Accounts. The third service offered is the mobile application available for Android and Apple Devices that allows You to view available information and make transfers between eligible Accounts.

We may also limit the types and number of Accounts eligible for Mobile Banking. Mobile Banking may not be supportable for all Device models or for all carriers at all times. BON cannot guarantee the availability of underlying data services provided by Your mobile carrier, i.e. We are not responsible for carrier data outages or "out of range" issues.

The following information is currently available to You via mobile text messaging: Available Balance and Summary Information. The following service is currently available using mobile web and the mobile application: Available Balance, Transfer of Funds between BON Accounts in Your profile, Transaction History and other Banking transactions that may be offered. (See the On-Line Banking Agreement).

Internet access from Your Device is required to enroll in some Mobile Banking services.

Description of Mobile Banking Commands - Listed below are the Mobile Banking commands available for Your use with SMS Mobile Banking. We may change these commands from time to time. The most current list of commands is available by texting HELP to 44660.

- sum Receive summary information for all enabled Accounts
- bal Receives Balances for enabled Accounts
- msg Text message directly to designated Bank contact
- sum ck1 Receive summary information for Account ck1

- bal sv2 Receive Balance information for Account sv2
- help Receive a text message listing available keywords

To Cancel SMS Mobile Banking (Opt-Out) - At any time, You may choose to cancel subscription to this service by:

- Sending a text message with the keyword **stop** to **44660**

Terms and Conditions -

- Use of this service is subject to the terms of the Online Banking Disclosure and Service Agreement. Your use of this service is Your acknowledgment that You have received these agreements and intend to be bound by them. You should review other disclosures received by You when You opened Your Account(s), which include, but are not limited to, the charges that may be imposed for electronic funds transfers, insufficient funds fee, etc. listed in the disclosures, as well as the fee schedule listed in the Online Banking Disclosure and Service Agreement.
- Periodic charges may apply. Please consult the Online Banking Disclosure and Service Agreement or a Bank representative for specific charges. Fees related to these Services will be automatically deducted from Your designated Account each month.
- You may be charged access rates or text messaging fees from Your mobile phone carrier depending on Your service plan. These fees are independent of any fees imposed by the Bank. Web access is required to use our web-enabled Mobile Banking service. Check with Your mobile service provider for details on specific fees and charges.
- Must be an Account holder or have permission from the Account holder to subscribe.
- All subscriptions renew automatically until canceled.

Your Mobile Banking Responsibilities - In addition to the terms and conditions in other sections of this Agreement and Your Responsibilities in the Electronic Funds Transfers Provisions section below:

You agree to monitor Your Account and important Account information through Your Online Banking Service, periodic statements for Your Account, if applicable and important notices about Your Account delivered by Us, in addition to any services or information You may receive through Mobile Banking.

You agree to take every precaution to ensure the safety, security and integrity of Your Account and transactions when using Mobile Banking. You agree not to leave Your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by You. You agree not to provide Your password or other access information to any other person. If You do, We will not be liable for any damage resulting to You. You agree not to use any personally identifiable information when creating shortcuts to Your Account.

You agree to notify Us immediately if You lose, or change or cancel the number of Your registered Device.

If You believe that someone may have unauthorized access to Your Mobile Banking, You agree to cancel Your Mobile Banking associated with the Device immediately.

You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking. We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at Your own risk, and You are responsible for compliance with local laws.

Electronic Fund Transfers Provisions.

A. Permitted Mobile Banking Transfers - You may use the mobile web and/or the mobile application to transfer funds between Your eligible BON Accounts ("Internal Transfer"). Currently You may not transfer to or from an Account at another financial institution.

To request a transfer, select transfer funds and follow the instructions provided on Your mobile Device.

You must have sufficient funds available in the selected Account at the time the transfer request is received.

You may be subject to fees if You exceed the transaction limits of Your Account using Mobile Banking. Please see the Statement of Fees applicable to Your Account for more information. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in Your Account Balance and transaction history before withdrawing the transferred funds. You may also call Us at the customer service number in the Notices/Contact Information section below or on Your statement to confirm any transfer.

B. Electronic Fund Transfer Provisions

Financial Institution's Liability. If We do not complete a transfer to or from Your 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, for instance:

- If, through no fault of ours, You do not have enough money in Your Account to make the transfer.
- If the transfer would go over the credit limit on Your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that We have taken.
- There may be other exceptions stated in our agreement with You.

Your liability for unauthorized EFTs. - Tell Us at once if You believe Your user name, password, or Device has been lost or stolen. Telephoning is the best way of keeping Your possible losses down. You could lose all the money in Your Account (Plus Your maximum overdraft line of credit). If You tell Us within 2 business days after You learn of the loss or theft of Your user name, password, or Device, You can lose no more than \$50 if someone used Your user name, password or Device without Your

permission. If You do NOT tell Us within 2 business days after You learn of the loss or theft of Your user name, password or Device, and We can prove We could have stopped someone from using Your user name, password or Device without Your permission if You had told Us, You could lose as much as \$500. If Your statement shows transfers that You did not make, including those made by Mobile Banking, tell Us at once. If You do not tell Us within 60 days after the statement was mailed to You, You may not get back any money You lost after the 60 days if We can prove that We could have stopped someone from taking the money if You had told Us in time.

If a good reason (such as a long trip or hospital stay) kept You from telling Us, We may extend the time period.

Error Resolution Procedures - In case of errors or questions about Your electronic transfers, You agree to call or write Us at (402) 331-8550 or Bank of Nebraska, 7223 S 84th Street, La Vista, NE 68128, as soon as You can, if You think Your statement is wrong or if You need more information about a transfer listed on the statement. We must hear from You no later than 60 days after We sent the FIRST statement on which the problem or error appeared.

- 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 orally, We may require that You send Us Your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new Account) after We hear from You and will correct any error promptly. If We need more time, however, We may take up to 45 days (90 days if the transfer involved a new Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate Your complaint or question. If We decide to do this, We will credit Your Account within 10 business days (20 business days if the transfer involved a new Account) for the amount You think is in error, so that You will have the use of the money during the time it takes Us to complete our investigation. If We ask You to put Your complaint or question in writing and We do not receive it within 10 business days, We may not credit Your Account. An Account is considered a new Account for 30 days after the first deposit is made, if You are a new customer.

We will tell You the results within 3 business days after completing the investigation. If We decide that there was no error, We will send You a written explanation.

You may ask for copies of the documents that We used in our investigation.

Periodic Statements - You will receive a periodic Account statement.

Disclosure of Account Information - Bank of Nebraska's Privacy Policy for additional information which can be found at: <https://www.bankofnebraska.com/PrivacyDisclosure.aspx>. You may also obtain one from any of our locations.

Notices/Contact Information - Unless otherwise provided in this Agreement, for notices required to be given to Us by this agreement, call Us at (402) 331-8550 or send written correspondence to Bank of Nebraska, 7223 S 84th Street, La Vista, NE 68128.

You may update Your SMS Mobile Banking profile and make changes to Your SMS Mobile Banking service through Bank of Nebraska's On-Line Banking.

We will notify You of any changes, fees, or other information about Mobile Banking, if required by law. Notices required to be given by Us under this Agreement or by law may be sent to You.

Our Limited Liability for Use of Mobile Banking - Our Mobile Banking services are provided to You on an "As-Is" and "As-Available" basis. We do not make any warranties or representations that You will have continuous or uninterrupted access to Mobile Banking or its content or functions, or that such functions will be error-free, have advertisements, or websites in connection with that service, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights and title, and any implied warranties arising from course of dealing or course of performance. Your sole and exclusive remedy for any failure or non-performance of Mobile Banking (including any software or their materials supplied in connection with Mobile Banking) shall be for Us to use commercially reasonable efforts to perform an adjustment or repair of the Mobile Banking service. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to You. You may also have other legal rights, which vary by state. In addition, see Electronic Funds Transfer Disclosure section for limits of liability provisions for transfers made using Mobile Banking, which section applies only to the extent not consistent with this limitation of liability provision.

In no event will Bank of Nebraska or any of its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, licensors, or third party service providers be liable for any consequential (including, without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute of goods or Mobile Banking), indirect, incidental, special or punitive damages arising out of or in connection with Your use of Mobile Banking. Because some states do not allow the exclusion or limitation of liability for consequential damages, the above limitations may not apply to You.

Entire Agreement - This Agreement, as it may be amended from time to time, together with any other disclosures or documents provided to You about Your Mobile Banking services and Accounts, contains the entire agreement between You and supersedes any other or oral communications and previous agreements, if any, with regard to Mobile Banking.

Governing Law - Any Account will continue to be governed by the laws described in the Account agreement. This Agreement will be construed and interpreted in accordance with any federal law applicable to Mobile Banking and to the extent not superseded by federal law, the laws of the state of Nebraska without regard to conflict-of-law rules.

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Remote Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by taking a photo or scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. You must have an active Bank of Nebraska online banking account to apply for Mobile Deposit. The Application for use of the Mobile Remote Deposit Services, your notification of approval of the application, and Bank of Nebraska's agreements and disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (now or in the future) that govern any of your accounts at Bank of Nebraska. In the event of a discrepancy between this Disclosure and Agreement and the Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

Your Contact Information - You agree to notify us immediately of any change in your contact information including address, telephone number(s), email address, etc.

Limits - Once your application for Mobile Remote Deposit is approved by us, you understand and agree that you cannot exceed the limitations on dollar amounts of "remote deposits" that are set forth by us. Bank of Nebraska will set and notify you of your daily and monthly dollar limits when your application for Mobile Deposit Services is processed. Bank of Nebraska reserves the right to modify these daily and monthly deposit limits at any time.

Eligible items - You agree to photograph and deposit only checks (i.e., drafts drawn on a Bank or Credit Union and payable on demand.)

You agree that you will NOT use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 issued by a financial institution in a foreign country.
- Checks that are incomplete.
- Checks that are "stale dated" (more than six months old) or "post dated".
- Savings Bonds, traveler's checks, money orders, Cashier's checks, convenience checks, credit card checks or postal money orders.
- Checks previously deposited whether as an original item, substitute check or image replacement document, without Bank of Nebraska's expressed written consent.

Requirements- Each image must accurately and legibly provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements - Endorsements must be made on the back of the share draft or check within 1 inch from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit - All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks - After you receive confirmation that we have received a check image, and the check image has been credited to your account, you must mark the check "VOID" and securely store the original check for 45 days after transmission to us and make the original check accessible to us at our request. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. Upon our request from time to time, you will deliver to us within 5 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account regardless of whether such action may cause your account to not have sufficient funds and pay any associated fees. Promptly after such period expires, you must destroy the original check by crosscut shredding or another acceptable means of permanent destruction. After destruction of an original check, the image will be the sole evidence of the original check. You agree that you will never represent the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits - Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check

and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties - You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment. With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law - You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability - Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. Bank of Nebraska is not liable and has no responsibility of any kind for any loss or damage thereby incurred by you due to unavailability of service.

In the event that Mobile Deposit is unavailable, you may deposit original checks at one of our office locations or by mailing the original check to: Bank of Nebraska 7223 S. 84th Street, La Vista NE 68128

Funds Availability - Mobile Deposits confirmed as received **before 4:00 P.M.** Central Time on a business day that we are open will be credited to your account the same day. Deposits confirmed as received **after 4:00 P.M.** Central Time and deposits confirmed received on holidays or days that are not our business days (Monday through Friday) will be credited to your account on the following business day.

Business Days - Our business days are Monday – Friday 9:00 a.m. – 5:00 p.m., except holidays.

Mobile Deposit Security - You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to 402-331-8550 or with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility - You are solely responsible for the quality, completeness, accuracy, validity and integrity of the check image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Profit Stars® retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation - You understand and agree that you are required to indemnify Bank of Nebraska and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Remote Deposit Services and/or your breach of this Disclosure and Agreement. Including without limitation your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that Bank of Nebraska may incur for processing an image or substitute check rather than the original paper check. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Profit Stars®, and hold harmless Profit Stars®, its affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Financial Institution or End User's use of the Services, Profit Stars®, unless such claim directly results from an action or omission made by Profit Stars® in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES - YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERRORFREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED. LIMITATION OF LIABILITY: YOU AGREE THAT WE, BANK OF NEBRASKA, 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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information - You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Termination - We reserve the right to terminate, suspend, or modify Mobile Remote Deposit Service at any time.