

## **Online Banking Service Agreement – First Nebraska Bank**

**Effective: June 14, 2016**

This Online Banking Service Agreement (this “Agreement”) governs your use of Online Banking Services provided by First Nebraska Bank. By using First Nebraska Bank’s Online Banking Service (“Service”), you understand and agree to the terms and conditions contained in this Agreement.

In this Agreement, the words “we,” “us,” “our,” and “Bank” are used to refer to First Nebraska Bank.

In this Agreement, the words “you” or “your” is used to refer to the owner of an Eligible Account (defined below), or a person with authority of any kind with respect to an Eligible Account (referred to as an “authorized representative”).

In this Agreement, the terms “account agreement” and “credit agreement” refer to the various agreements, notices, and disclosures that First Nebraska Bank has provided to you since you opened your Eligible Account(s) with us. These agreements and disclosures include, but are not limited to, information on interest rates, limitations on frequency of transfers, minimum balance requirements, fees and charges, funds availability, and your potential liability for unauthorized transfers. These agreements and disclosures remain in effect, unless there is a conflict between the terms and conditions contained in those agreements and disclosures, and the terms and conditions of this Agreement, in which case this Agreement shall take precedence.

### **Eligible Accounts**

In order to access your accounts through First Nebraska Bank’s Online Banking Service, you must have at least one eligible account with the Bank, and access to the Internet. For purposes of this Agreement, the term “Eligible Account” includes the following types of deposit and credit accounts:

- Checking Accounts
- Savings Accounts
- NOW Accounts
- Money Market Investment Accounts
- Certificates of Deposit
- Individual Retirement Accounts (IRAs)
- Installment, Real Estate, Agricultural, and Commercial Loans

If you have more than one Eligible Account with the same common tax identification number, we will “link” the relationship together unless you request certain accounts not be linked. Non-linked accounts will not be accessible through the Bank’s Online Banking Service. First Nebraska Bank reserves the right to modify the types of accounts eligible for Online Banking Service at any time without prior notice.

Your Eligible Account will continue to be subject to the agreements otherwise governing them, such as your account agreement, except where it is noted in this Agreement.

### **Passwords**

Your password is used to identify you when accessing the Online Banking Service. Your password acts as your signature. You are responsible for keeping your password and account information secret.

You can change your password at any time, and you should change your password periodically. You should not choose a password that would be easy for someone else to guess. For your protection, you should memorize your password and not keep any notation of your password on or with your computer. You should not include your password in any email sent to the Bank. The password assures that only you, or an authorized representative to whom you give your password, can access your account through the Online Banking Service.

You agree not to give your Online Banking User ID or password to anyone you do not authorize to have Online Banking access to your Account. If you do, you will be responsible for any transactions in your Accounts when such person uses your password.

If any of your Accounts are joint accounts or have additional authorized signers, each owner, or authorized representative whom you wish to have access to your Online Account, must know the password. This will give that person access to your Accounts.

You understand and agree that each owner of an Account is jointly and individually responsible for all Online Banking transactions that affect that Account.

Representatives of the Bank will not call you or e-mail you requesting that you provide them with your password. Any such request you receive is not legitimate. If you receive such a request, contact First Nebraska Bank immediately.

IF YOU BELIEVE THAT YOUR USER CODE OR YOUR PASSWORD HAS BEEN LOST OR STOLEN, CONTACT YOUR FIRST NEBRASKA BANK BRANCH IMMEDIATELY, PREFERABLY BY TELEPHONE. PROMPT NOTIFICATION IS THE BEST WAY TO LIMIT YOUR POSSIBLE FINANCIAL LOSSES.

### **Limitations on Frequency of Transfers and Dollar Amounts**

You may use the Bank's Online Banking Services as often as you wish. However, the total dollar amount of transfers out of your Account must not exceed your Available Balance in the Account on the day the transfer is made, unless you have authorized the Bank to utilize your usable balance from another Eligible Account at the Bank. Transfers from your line of credit account are subject to the terms of the credit agreement. The number of transfers out of certain Eligible Accounts may be limited by agreement or by law, rule, or regulation. Please refer to your account agreement for further details.

### **Transfer Processing**

The Bank may reject a transfer instruction if there are insufficient Available Funds in your Account, or in the usable balance in a linked Account, or available credit on your related line of credit, or for any other reason. Transfers are subject to First Nebraska Bank's normal policies

### **Fees**

Online Banking access is currently free of additional charges to all First Nebraska Bank customers. The Bank's normal account fees and minimum balance requirements remain in effect. Please refer to your account agreement for further details.

Other fees may be charged separately by your Internet service provider or telephone service provider.

### **System Requirements**

Hardware required to access our online banking is a computer that can access the internet and an internet connection. Software required to access our online banking is Microsoft's Internet Explorer 11.0 or greater. In order to view electronic statements/notices you need to have Adobe Acrobat Reader 11.0 or greater.

### **Electronic Mail (E-mail) and Electronic Notices**

You may contact the Bank by sending an e-mail, by using the "Contact Us" form on the Bank's website, or directly to a Bank representative if you know that representative's e-mail address. You should not include confidential information, such as account numbers, passwords, personal identification numbers (PINs), or Social Security Numbers, in e-mail correspondence to the Bank, as this e-mail is not encrypted and may be viewed by others. You should not use e-mail for time-sensitive correspondence, as a bank representative may not be able to immediately review your e-mail messages. E-mail messages may not be used to place a stop payment on a check, request account transfers, or to report lost or stolen ATM cards or checks.

You agree that the Bank may send you or make available to you notices, disclosures, and other information electronically including, but not limited to information required under the Electronic Funds Transfer Act and Regulation E of the Federal Reserve Board. If you have provided the Bank with an e-mail address, the Bank is entitled to rely on that address and assume that messages sent to that address are received by you until you provide written notice to the Bank that the address is no longer valid. If we send you a notice or disclosure electronically, and you wish to download or print it and are unable to do so, please contact your Bank branch to obtain a copy on paper.

First Nebraska Bank takes safeguarding your personal information seriously. Refer to the Bank's Privacy Policy for additional information.

### **Indemnification**

Except to the extent that we are liable under this Agreement or an agreement that governs your Account with our Bank, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an Account or the performance of Online Banking Services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Online Banking Services by you or by your authorized representative.

### **Limitation of Liability**

First Nebraska Bank's liability to you is explained in any agreements, notices, and disclosures that the Bank separately provides to you from time to time regarding your Eligible Accounts and Online Banking Services. This section explains the Bank's liability to you only to the extent that the Bank's liability has not been separately disclosed to you by any of these agreements, notices, or disclosures.

You agree that under no circumstances will First Nebraska Bank have any liability to you for failing to provide you or your authorized representative access to your Eligible Accounts through the Online Banking Service or for failing to process in a timely fashion a transfer instruction submitted by you or your authorized representative through the Online Banking Service. You agree that the Bank will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Banking Services.

You agree that First Nebraska Bank is not liable for any electronic virus that you may encounter while using the Online Banking Service.

Except as specifically provided in this Agreement or by law, rule, or regulation, NEITHER WE NOR OUR SERVICE PROVIDERS OR OTHER AGENTS WILL BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING IN WHOLE OR IN PART FROM ANY ACT OR FAILURE TO ACT OF YOUR EQUIPMENT OR SOFTWARE, OR THAT OF AN INTERNET BROWSER PROVIDER, OR BY AN INTERNET ACCESS PROVIDER, BY AN ONLINE SERVICE PROVIDER OR BY AN AGENT OR SUBCONTRACTOR FOR ANY OF THEM, NOR WILL WE OR OUR SERVICE PROVIDERS OR OTHER AGENTS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF YOUR ACCESS TO OR USE OF, OR FAILURE TO OBTAIN ACCESS TO FIRST NEBRASKA BANK'S ONLINE BANKING SERVICE.

### **Modification of Agreement Terms**

Except as otherwise required by law, rule, or regulation, the Bank may change or modify the terms of this Agreement at any time. We will notify you of changes to this Agreement by electronically sending you a notice, mailing you a notice, posting a notice of such change in the Bank's branch where you maintain your Account, or posting the updated Agreement on the Bank's website. However, if the change results in increased or new fees or charges, increased liability for you, fewer types of available Online Banking services, or stricter limitations on the frequency or dollar amounts of transfers, then, unless the change must be made immediately for security reasons, the Bank will notify you of the change in writing or electronically at least 30 days before the change takes effect.

Any notice to you will take effect when it is personally delivered to you or sent electronically to you or mailed to the last address we have for you in our records.

As always, you may choose to accept or decline changes to this Agreement by continuing or discontinuing to use the Bank's Online Banking Service.

### **Other Agreements and Rules**

Your Eligible Accounts are also subject to the Bank's account agreements and rules, including the specific rules related to reporting possible errors in your accounts to the Bank in a timely matter. Please refer to the account agreement(s) pertaining to your Eligible Account(s) for details.

### **Termination**

You may terminate Online Banking access to any Eligible Account by notifying the Bank in writing at the Bank's branch where you maintain your Eligible Account. You authorize us to complete any Online Banking fund transfers requested by you or your authorized representative until the Bank has had a reasonable opportunity to act upon your written notice of termination.

The Bank may terminate this Agreement and/or your Online Banking access to any Account, in whole or in part, without cause or prior notice at any time. Also, this Agreement and your use of the Online Banking services may be terminated automatically if your Account(s) are closed, access to your Account(s) is restricted for any reason, or if there has been no Online Banking activity for a period of ninety (90) days.

### **Waivers**

No waiver of the terms of this Agreement will be effective unless in writing and signed by an authorized officer of First Nebraska Bank.

**Assignment**

We may assign our rights under this Agreement to a company affiliated with us or to any other party. You may not transfer or assign your rights or duties under this Agreement.

**Applicable Law**

This Agreement shall be governed by the laws of the State of Nebraska and applicable federal law and regulations.