

Heartland Bank Online Banking Agreement and Disclosures

This Agreement describes Your rights and obligations as a user of the Online Banking Service. It also describes the rights and obligations of Heartland Bank. Please read this Agreement carefully before accessing or using the Online Banking Service and keep a copy of this Agreement for Your records. By accessing or using the Online Banking Service in any way, You agree to and are bound by this Agreement and any changes to this Agreement that We may publish from time to time. If You do not agree to all the terms and conditions of this Agreement, do not access or use the Online Banking Service.

We may change this Agreement from time to time in Our sole discretion. If We make changes, We will send You a new written or electronic notice, if required by law. Changes will be automatically effective on the date We specify and without the necessity of any further assent on Your part. Your continued access or use of the Online Banking Service constitutes Your acceptance of the changes. If You disagree with a change, You should stop using the Online Banking Service. We reserve the right to terminate this Agreement and Your use of the Online Banking Service in whole or in part at any time without prior notice or liability to You.

Definitions

The following definitions apply in this Agreement: **“Online Banking”** or **“Online Banking Service”** is the Internet-based service We offer that provides access to Your account(s) with Bank through an Internet-enabled computer or other Internet-enabled access or mobile device, as applicable, and includes Mobile Banking; **“Mobile Banking”** refers to Our service that allows You to access Your accounts with Us and perform transactions via Your mobile phone or other mobile device with web browsing/Internet capabilities, and includes Mobile Deposit; **“Mobile Deposit”** refers to the use of an Internet-enabled mobile device to make deposits; **“Password”** is the code You use in combination with Your User Name to access the Online Banking Service; **“Time of day”** references are to Central Standard Time or Central Daylight Time, as applicable; **“User Name”** means the unique identifier You use in combination with the Password to access and use the Online Banking Service; **“We”**, **“Us”**, **“Our”** or **“Bank”** refer to Heartland Bank; **“Website”** refers to Bank’s website; **“You”** or **“Your”** refer to the person or entity subscribing to the Online Banking Service. For purposes of this Agreement, **“Business Day”** includes every day of the week, except for Saturday, Sunday and federal holidays, and Business Days begin at 8:30 a.m.

What You Can Do

You may perform the following Online Banking transactions, except as otherwise provided in this Agreement:

1. Transfer funds. You may use Online Banking to perform unlimited funds transfers from Your Bank checking accounts or savings accounts to Your other Bank checking accounts or savings accounts. You may transfer from Your Bank checking account or savings account to make loan payments. **Note:** This Agreement imposes no restrictions on the number of transactions

from Bank accounts or the amounts which may be transferred, but certain limits and restrictions on the frequency of transfers may be applicable with respect to the particular types of accounts subject to this Agreement, particularly Bank savings and all Money Market accounts. Transfers from such accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to 6 per monthly statement cycle by federal regulations. An excess transaction fee may apply to each withdrawal or transfer that exceeds the number of limited transactions You may make each statement period. Please refer to the disclosure documents You received at the time You established these accounts for more detailed information on limitations and restrictions applicable to such accounts.

2. Make balance inquiries. You may use Online Banking to check the current balance and other account information on all Bank deposit accounts and most Bank loan accounts. Balance information may not reflect unposted transactions or recent transfers. You should review the funds availability policy for Your account, which is contained in the relevant disclosure that We provided You for such account.
3. Review transactions on Your Bank checking, savings and loan accounts.
4. Set Bank account alerts and notifications.
5. Submit stop payment requests.
6. Order checks.
7. Pay bills online.

Some services may not be available for Mobile Banking. Please refer to the Mobile Banking Addendum to the Heartland Bank Online Banking Agreement and Disclosures (“**Mobile Banking Addendum**”) for services available for Mobile Banking. You must also agree to the Mobile Banking Addendum in order to use Our Mobile Banking service. Additionally, Mobile Deposit may be available to You. Please refer to the Mobile Deposit Service Addendum to the Heartland Bank Online Banking Agreement and Disclosures (“**Mobile Deposit Addendum**”) for the terms and conditions of the Mobile Deposit service. You must agree to the Mobile Deposit Addendum in order to use Our Mobile Deposit service.

Access to Online Banking Service

The Bank provides an online video tutorial to help familiarize You with the Online Banking Service available on the Website. You can access Your account(s) through the use of Your Internet-enabled device (such as a computer or mobile device). You will sign-on using Your User Name and Password. You are responsible for obtaining, installing, monitoring and operating all hardware, software and Internet services necessary for performing Online Banking Services, and You are responsible for all related costs and charges. We are not responsible for any errors or failures from the malfunction or failure of Your hardware, software or Internet service. We are not responsible for any computer virus or related problem that may occur with Your use of the Online Banking service. We are not responsible for any breach, compromise, intrusion, misuse and/or failure on or involving Your firewall, computer hardware or

mobile device, computer software, computer network and/or systems, and/or any other hardware and/or software through which You access the Online Banking service, including without limitation any virus, worm, Trojan horse, malware, spyware or other similar harmful or malicious software, program or application, and any resulting unauthorized access of Your account via Online Banking. Without limiting the foregoing, You acknowledge and agree that the Online Banking service requires You to communicate with Us via electronic mail, the Internet and/or other electronic means and that such communications could fall victim to interception and/or access by unauthorized third parties.

You are responsible for taking reasonable precautions to prevent unauthorized access to Your computer or mobile device by maintaining a secure computing environment including, without limitation, installing and maintaining up-to-date anti-virus, anti-spyware and desktop firewall software. In order to access the Online Banking service, You agree to keep Your firewall, computer hardware or mobile device, computer software, computer network and/or systems, and/or any other hardware and/or software through which You access the Online Banking service up-to-date by periodically checking for updates. We recommend the use of a dedicated, actively managed hardware firewall, especially if You have a broadband or a dedicated connection to the Internet, such as DSL or cable. We recommend considering conducting all Online Banking activities from a dedicated, hardened and completely locked down computer that does not allow access to any electronic mail or websites other than the Online Banking site. We recommend removing administrator rights on any computer You use to access Online Banking to help prevent the inadvertent installation of malware or viruses. We recommend against the use of the Online Banking service at computers located at public kiosks, cafes and other public locations or the use of unsecured computers or unsecured wireless networks. YOU ACKNOWLEDGE AND AGREE THAT YOUR FAILURE TO UTILIZE REASONABLE SECURITY MEASURES SHALL RELIEVE US OF ANY LIABILITY TO YOU FOR UNAUTHORIZED ACCESS TO AND/OR USE OF YOUR ACCOUNTS FOR UNAUTHORIZED TRANSACTIONS INITIATED ON YOUR ACCOUNTS THROUGH THE ONLINE BANKING SERVICE, EXCEPT AS MAY OTHERWISE BE REQUIRED BY LAW.

Hours of Operation

We make reasonable commercial efforts to make the Online Banking Service available 24 hours a day, seven days a week. However, from time to time, the Online Banking Service will not be available due to upgrades, updates, repairs, maintenance, events beyond Our reasonable control or other downtime. We reserve the right to change Online Banking Service hours at any time. For purposes of transactions, those received after 4:00 p.m. on Business Days, and all transactions which are requested on weekends or federal holidays, will be processed on the next Business Day.

Use of Your Password

We will send You a Password for use during the initial sign-on to the Online Banking Service. For security purposes, We require that You change Your Password after Your initial sign-on. You determine what Password You will use, and the identity of Your

Password is not communicated to Us. Your Password must be a minimum of eight characters and must contain one alpha character and one numeric character. Passwords are case sensitive, so remember exactly how You entered it. For security purposes, We recommend that You change Your Password on a regular basis. Upon ten unsuccessful attempts at authorization to use the system, Your account is locked for ten minutes. After those ten minutes You have an additional ten authorization attempts. If You are still unable to log into the system, You must contact Us to have Your Password reset or to obtain a new temporary Password.

You agree that We are authorized to act on instructions received under Your User Name and Password. You accept the responsibility for the confidentiality and security of Your User Name and Password, providing such information only to authorized owners or signers on Your Bank account. If You give Your User Name or Password to someone else, You are authorizing that person to act on Your behalf. You agree to keep Your User Name and Password secret, to maintain control over Your computer or other access device and to prevent unauthorized access to Your Bank account(s). You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

Consumer Liability

Tell Us AT ONCE if You believe Your User Name or Password has been lost or stolen, You believe someone else has discovered Your User Name or Password or You believe a breach of Your computer or other access device, including any mobile device, You use to access the Online Banking service has occurred. Telephoning is the best way of minimizing Your possible losses. Do not send lost or stolen User Names or Passwords or unauthorized transfers via electronic mail. You could lose all the money in Your accounts plus available credit in Your overdraft line (if You have one).

For personal accounts, if You believe Your User Name or Password has been lost or stolen, and You tell Us within 2 Business Days after You learn of the loss or theft, You can lose no more than \$50 if someone used Your User Name and Password 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 or Password, and We can prove We could have stopped someone from using Your User Name or Password without Your permission if You had told Us, You could lose as much as \$500. Also, if Your statement shows transfers that You did not make, tell Us at once. If You do not tell Us within 60 days after the first statement on which the problem or error appeared was mailed or electronically transmitted to You, You may not get back any money You lost on transactions occurring after such 60 day period and before notification to Us if We can prove that We could have stopped someone from taking the money if You had told Us of such problem or error within such 60 day period. If Your delay in notifying Us is due to extenuating circumstances, We will extend the above time periods to a reasonable period. The above loss limits are not applicable to business accounts. We recommend that You promptly reconcile Your account(s) with Your monthly statement(s) provided to You by Us. You are responsible for verifying that all transactions done on Your account were completed with Your authorization.

For personal accounts, with respect to a possible error on Your account statement, We must hear from You at the below specified telephone number or address no later than 60 days after We sent You the **first** statement on which the problem or error appeared. When You contact Us about the possible error on Your statement, We will need the following:

1. Your name and account number;
2. A description of the error or the transfer question, and an explanation concerning why You believe it is an error or the need for more information;
3. The dollar amount of the suspected error; and
4. The date on which it occurred.

If the report was made orally, We may require that You send to Us the complaint or question in writing within 10 Business Days of the oral report. We will attempt to notify You of the results of the investigation within 10 Business Days of the oral or written report, as the case may be, and We will correct any error promptly. If more time is needed, however, We may take up to 45 calendar days to investigate a complaint or question. If this occurs, We will credit Your account within 10 Business Days of notification for the amount You think is in error. This will allow You to use 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.

With respect to electronic funds transfers, if an alleged error involves a new account, point-of-sale or foreign-initiated transaction, We may take up to 90 days to investigate Your complaint or question. For electronic funds transfers from or to new accounts, We may take up to 20 Business Days to credit Your account for the amount You think is in error.

We will send You a written explanation within three Business Days after the investigation is complete. If We decide that there was no error, We will send to You a written explanation. You may request copies of the documents that We used in the investigation.

You agree that We may respond to You by electronic mail with regard to any claim of unauthorized electronic funds transfer related to the Online Banking Service. Any such electronic mail sent to You by Us shall be considered received within three Business Days of the date sent by Us, regardless of whether or not You sign on to the Online Banking Service in that time frame.

Contact in Event of Lost or Stolen User Name or Password or Unauthorized Transfer

If You believe Your User Name or Password has been lost or stolen or that someone has transferred or may transfer money from Your Bank account(s) without Your permission, call 402-759-3114 or 800-759-3119 or contact Us in person at 896 G Street, Geneva,

Nebraska. DO NOT SEND NOTIFICATION OF LOST OR STOLEN USER NAMES OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA ELECTRONIC MAIL.

Contact in Event of Errors and Questions

In case of errors or questions regarding Online Banking or if You think Your account statement is incorrect, or if You need more information about a transfer listed on the statement, call Us at 402-759-3114 or 800-759-3119 or write Us at

Heartland Bank
Attention: Internet Banking
P.O. Box 313
Geneva, NE 68361

Stop Payment Requests

You may initiate stop payment requests in writing through the Online Banking Service for (a) paper checks You have written (not electronic checks and not Online Bill Payment checks) on Your Bank account(s) that have not yet been paid by Bank or (b) preauthorized electronic funds transfers from Your Bank account. You may also initiate a stop payment request by calling Us. Stop payment requests made through the Online Banking Service are processed when submitted. Your stop payment request must accurately identify the name of the payee, the check number, the amount and the date of the check. With respect to a preauthorized electronic funds transfer, We must receive the notice at least three Business Days before the scheduled date of the transfer and We require Your name and the account number associated with the transfer and (a) the exact name of the payee, (b) the exact payment amount and (c) scheduled transfer date. Failure to provide correct and complete information may make it impossible for Us to stop payment of the check or preauthorized electronic funds transfer.

You may also initiate a stop payment request by calling Us. For any oral stop payment request, We will generate and mail to Your address on record a stop payment authorization form. In order for the stop payment request to last longer than 14 days, You must then send back to Us the signed authorization form so that We receive it within 14 days after You made the oral stop payment request. Once We have received Your signed authorization, the stop payment period will be extended from the initial 14 days and will remain in effect for a total of six months for paper checks, unless renewed by You for a successive six-month period. You will incur stop payment charges as disclosed in the current "Schedule of Fees" for the applicable account.

Except as otherwise provided in this Agreement, stop payment requests remain in effect for six months for paper checks, unless renewed for a successive six-month period. We may clear any item that is presented following the lapse of any stop payment order.

You understand that it is Your responsibility for determining whether a check You have written from Your account has or has not been previously paid, and that such determination is not the responsibility of Bank. At the time You submit a stop payment request via Online Banking, You agree to access the appropriate Bank account through

Online Banking and review prior account statements and Your other records in order to determine whether the item to which the stop payment order relates has or has not already paid. You understand that the account history available through Online Banking is for only the current and previous month's activity. A review of prior records may be warranted in addition to using the Online Banking Service. Any loss suffered by You due to Your failure to accurately identify the item to be stopped in the stop payment request will be Your responsibility and not that of Bank.

Stop payment requests may be cancelled by providing authorization to Us or by writing to Us. Stop payment requests are automatically cancelled when the account on which the check is drawn or from which a transfer is to be made is closed.

In certain cases, a holder of a check may be entitled to enforce payment against You even when a stop payment request is in effect.

Online Bill Payment Service

You may choose to enroll in Online Bill Payment and use Your Internet-enabled device to pay bills and, when available, receive bills electronically.

The Online Bill Payment service is provided by CheckFree Services Corporation ("CheckFree"). Users of the Online Bill Payment service are subject to the terms and conditions set forth by CheckFree. Please refer to this for a complete disclosure of CheckFree's Terms and Conditions and Privacy Policy.

Payments are posted against Your balance available for withdrawal, as provided in the funds availability policy for Your account. If Your account from which payments are being made closes or is restricted for any reason, all pending payments associated with the account will be cancelled and it is Your sole responsibility to make all pending and future payments. We do not have any duty to monitor the payments that are made through Online Bill Payment. If You are a business and an authorized representative of Yours uses Your account to pay bills which are not Yours, You assume the entire risk of loss and indemnify and hold Us and Our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses (including attorneys' fees) arising out of or in any way connected with such use.

Online Bill Payment Fee Schedule:

1. You will be allowed to make up to 15 transactions per month at no charge. Additional transactions are \$.50 each.
2. If You schedule no transactions during a month, You will incur a \$6.00 fee for that month.
3. Other fees may be associated with Online Bill Payment:
 - a. Non-sufficient Funds Fee: \$25 per item
 - b. Bill Payment Recall Fee: \$15 per item
 - c. Stop and Re-issue Fee: \$25 per item
 - d. Overnight Delivery Fee: \$15

The charge for Online Bill Payment is in addition to any other fees and charges that apply to Your account(s).

Payments made through Online Bill Payment require sufficient time for Your payee to receive Your payment and credit Your account properly. To avoid incurring a finance or other charge imposed by Your payee, You must schedule a payment sufficiently in advance of the payment due date. There will be a delay between the date Your payment begins processing and the date the payee receives that payment.

Our Responsibility to Our Customers

We will be responsible for Your actual losses if they were caused by:

1. Our failure to make an electronic funds transfer, in accordance with this Agreement and any other applicable agreement or terms related to Your account, in the correct amount or in a timely manner, when properly instructed by You to do so;
2. Our failure to make an electronic funds transfer due to insufficient funds when We have failed to credit, in accordance with this Agreement and any other applicable agreement or terms related to Your account, a deposit of funds to Your account which would have provided sufficient funds to make the transfer when properly instructed by You to do so; or
3. Our failure to stop payment of a preauthorized electronic funds transfer from Your account, in accordance with this Agreement and any other applicable agreement or terms related to Your account, when properly instructed by You to do so.

We will not be responsible for Your losses resulting from an electronic funds transfer that is not completed according to Your instructions as a result of the following, except as otherwise provided by applicable law:

1. Your account had insufficient funds to make the transfer;
2. Your account has been closed or inactivated;
3. The funds in Your account were subject to legal process or other encumbrance restricting such transfer;
4. Such transfer would exceed an established credit limit;
5. An act of God or other circumstances beyond Our control (*e.g.*, fire, flood, power outage, equipment or technical failure or breakdown) which prevented the transfer or Your access to the Online Banking or Mobile Banking services, despite reasonable precautions We have taken;
6. Your transfer authorization terminates by operation of law;
7. You believe someone has accessed Your account(s) without Your permission and You fail to notify Us immediately;

8. You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement;
9. We have received incomplete or inaccurate information from You or a third party involving the account or transfer;
10. We have a reasonable basis for believing that unauthorized use of Your User Name or Password or account has occurred or may be occurring;
11. You are in default under this Agreement or any other agreement with Us;
12. You, or anyone You allow to use the Online Banking service, commit fraud or violate any law or regulation; or
13. This Agreement had been terminated as provided herein.

There may be additional exceptions, including other exceptions stated in this Agreement and in other agreements with You. Subject to the additional limitations set forth herein, 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 incidental or consequential damages.

If any of the circumstances listed above shall occur, We shall assist You with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Confidentiality

We will not disclose Your personal information such as information about Your account(s) or the transfers You make to third parties unless:

1. You request or authorize it in writing;
2. It is necessary to complete a transaction;
3. It is needed to verify the existence and the condition of Your account(s) for a third party, such as a credit bureau or merchant; or
4. It is needed to comply with government or court orders or other reporting requirements or is lawfully permitted.

Statements

You will continue to receive Your regular account statement(s) either monthly or quarterly, depending on the type of account, by mail at Your address on record, unless You have consented to receive them by electronic delivery per the Heartland Bank Electronic Statement Disclosure Agreement.

Inactivity / Cancellation

You are responsible for complying with this Agreement and with the terms of the agreements governing the account(s) which You access using Online Banking.

We may convert Your Online Banking access to inactive status if You do not sign-on to Online Banking or do not have any transaction scheduled through Online Banking during any consecutive 18-month period. If Your Online Banking access is considered inactive, You must contact Us to have Online Banking activated before You will be able to schedule any transaction through Online Banking.

To cancel Online Banking, You must notify Us and provide Your name and address and state that You are discontinuing Online Banking and the effective date to stop. You may notify Us by one of the following methods:

1. By communicating through Our Website;
2. By calling 402-759-3114 or 800-759-3119 Monday through Friday from 8:30 a.m. to 4:00 p.m.; or
3. By writing a letter and sending it to the following address:

Heartland Bank
Attention: Internet Banking
P.O. Box 313
Geneva, NE 68361

Fee Schedule

We offer the benefits and convenience of Online Banking to You for no charge, except as otherwise provided in this Agreement or any other applicable agreement between You and Us.

Stop payment, non-sufficient funds fees, research fees, excess transaction fees and other applicable account fees will be applied as disclosed in the applicable account disclosure and fee schedule for Your account(s) with Us. Refer to Your copy of the account disclosure and fee schedule for detailed information.

General Restriction on the Use of Online Banking

As a condition on Your use of Online Banking, You agree not to use the Online Banking Service for any purpose or transaction that is unlawful or illegal or prohibited by this Agreement or any other agreement You have with Us or with a third party. You also agree to not use the Online Banking Service for any improper activity, including, but not limited to: (a) interfering with any other party's access to or use of the Online Banking Service; (b) using or attempting to gain access to or use another's access, password or computer systems whether through hacking, password mining or any other means; (c) accessing or attempting to access any material or information that You are not authorized to access through any means not intentionally made available through the Online Banking Service or duplicating, modifying or displaying any such information; or (d) disrupting or interfering with the security of, or otherwise causing harm to, the Online Banking Service, accounts, passwords, servers or networks connected to or accessible through the Online Banking Service or any affiliated or linked sites or services.

Links to Third Party Sites

The Online Banking Service or this Agreement may include links that will take You to other sites outside of the Online Banking Service or Our Website, including but not limited to CheckFree's website ("**Linked Sites**"). The Linked Sites are provided by Bank to You as a convenience and the inclusion of the links does not imply any endorsement by Bank of any Linked Site. We have no control of the Linked Sites, and You therefore acknowledge and agree that We are not responsible for the contents of any Linked Site, any link contained in a Linked Site or any changes or updates to a Linked Site. You further acknowledge and agree that We are not responsible for any form of transmission (*e.g.*, webcasting) received from any Linked Site.

Other Agreements

The terms and conditions of the agreements and disclosures for each of Your Bank accounts, as well as Your other agreements with Bank, continue to apply notwithstanding anything to the contrary in this Agreement. In addition to this Agreement, You and Bank agree to be bound by and comply with the requirements of the disclosures and agreements applicable to each of Your Bank accounts. Your use of Online Banking is Your acknowledgment that You have received these disclosures and agreements and intend to be bound by them. You should review the disclosures and agreements You received for Your accounts at Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. In the event of an inconsistency between this Agreement and any other agreement between You and Bank, Bank shall determine in its sole discretion which agreement controls.

Limitation of Liability and Disclaimer

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE BANKING SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE BANKING SERVICE AND ANY INFORMATION OR COMPUTER SOFTWARE CONTAINED IN OR ACCESSED USING THE ONLINE BANKING SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, NEITHER WE NOR OUR AFFILIATES ARE PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE ONLINE BANKING SERVICE. NEITHER WE NOR OUR AFFILIATES WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE ONLINE BANKING SERVICE AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN ALL MATERIALS AND INFORMATION. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE ONLINE BANKING SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE ONLINE BANKING SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

FURTHER, WE AND OUR AFFILIATES WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THE ONLINE BANKING SERVICE OR FOR THE INCOMPATIBILITY BETWEEN THE ONLINE BANKING SERVICE AND FILES AND YOUR BROWSER OR OTHER SITE ACCESSING SOFTWARE OR HARDWARE. NOR WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY YOU DUE TO CAUSES BEYOND OUR CONTROL. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, OR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING THOSE ARISING OUT OF ANY USE OF OR INABILITY TO USE THE ONLINE BANKING SERVICE OR ANY PORTION THEREOF, REGARDLESS OF WHETHER WE HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

BANK SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR AS OTHERWISE PROVIDED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BANK'S LIABILITY WITH RESPECT TO THIS AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DAMAGES OR THE TOTAL IN FEES YOU PAID FOR THE USE OF THE ONLINE BANKING SERVICE DURING THE SIX MONTH PERIOD PRIOR TO THE SUPPOSED ACT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IF YOU ARE DISSATISFIED WITH ANY ASPECT OF OUR ONLINE BANKING SERVICE OR THE SERVICES AVAILABLE VIA OUR ONLINE BANKING SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS.

NOTHING HEREIN SHALL BE CONSTRUED AS LIMITING OR REDUCING OUR RESPONSIBILITIES AND OBLIGATIONS TO YOU IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

Violations of Terms; Indemnity

We reserve the right to seek all remedies available at law and in equity for violations of this Agreement, including the right to block access from a particular Internet address to the Online Banking Service. YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY

CLAIM, COST, LOSS, DAMAGE (INCLUDING REASONABLE ATTORNEYS' FEES) CAUSED DIRECTLY OR INDIRECTLY BY (I) YOUR FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, (II) YOUR BREACH OF ANY REPRESENTATION OR WARRANTY CONTAINED IN THIS AGREEMENT, (III) YOUR NEGLIGENT OR INTENTIONAL ACT OR OMISSION IN THE PERFORMANCE OF YOUR OBLIGATIONS UNDER THIS AGREEMENT OR THE USE OF THE ONLINE BANKING SERVICE, (IV) THE INFORMATION YOU PROVIDED IN THE ONLINE BANKING SERVICE, OR (V) THE VIOLATION OF ANY APPLICABLE LAW BY YOU, EXCEPT TO THE EXTENT SUCH CLAIM, COST, LOSS, OR DAMAGE IS CAUSED BY OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Area of Service

The Online Banking Service is not necessarily available everywhere and may or may not be available to non-residents or non-citizens of the United States. Accessing the Online Banking Service from outside the United States is not permitted, except for access by Our existing customers. Information about products and services is provided for informational purposes only and should not be considered an offer to make those products and services available to You.

Other General Terms

Unless We agree otherwise, You are required to designate an account at Bank from which fees for Online Banking will be paid ("**Payment Account**"). You authorize Us to charge Your Payment Account for the fees. If You close Your current Payment Account, You must notify Us and designate a new deposit account that will be Your Payment Account. Additionally, unless We agree otherwise, if You close all Your Bank accounts, You must notify Us to cancel Your Online Banking Service.

You agree that Your decision to use the Online Banking service waives any signature restrictions or multiple signature requirements under any applicable account agreement.

You may not transfer or assign Your rights or duties under this Agreement.

Other than Your personal account information, all content included or available on the Online Banking Service, such as advertisements, text graphics, logos, button icons, images, audio clips and software, is the property of Bank and/or third parties and is protected by copyrights, trademarks or other intellectual and proprietary rights. The trademarks, logos and service marks displayed on the Online Banking Service (collectively the "**Trademarks**") are the registered and unregistered trademarks of Bank or third parties. Under no circumstances may You use copy, alter, modify or change these Trademarks. Nothing contained on the Online Banking Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank or the third party which has rights to such Trademarks, as appropriate.

Governing Law

You agree that all matters relating to Your access to, or use of, the Online Banking Service shall be governed by the statutes and laws of the State of Nebraska, without regard to the conflicts of laws principles thereof. You also agree and hereby submit to the exclusive personal jurisdiction and venue of an appropriate state or federal court in Nebraska with respect to such matters.

Entire Agreement

In combination with the other applicable agreements between You and Us as described in this Agreement, this Agreement, including any Addendums to this Agreement incorporated herein by this reference, represents the agreement between You and Us regarding the Online Banking service and supersedes all prior and contemporaneous written or oral agreements and understandings regarding the subject of online access.

Waiver and Severability

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