

ACCESSbank

Online and Mobile Banking Agreement

- **Terms and Conditions Agreement**
- **Electronic Funds Transfer Disclosure**
- **E-Statement Disclosure**

This Online Banking Terms and Conditions Disclosure Agreement ("Agreement") provides information about ACCESSonline ("Banking Service"), a consumer electronic banking service. Services include, but not limited to: bill payment, funds transfers and setting up notifications performed by using your personal computer (PC) with an Internet connection. For the purpose of this document, "You" and "Your" shall refer to each Depositor who signs up for ACCESSbank's Online Banking. "We," "Our," "Us," or "Bank" shall refer to ACCESSbank. All references to time of day in this Agreement shall be Central Standard Time or Daylight Savings Time in the Central Time zone.

Definitions:

Funding Account(s)/Receiving Account(s)

Funding Account(s) are account(s) accessible through the ACCESSonline service used for the initiation of transfers and/or bill payments. Receiving Account(s) are those account(s) accessible through the ACCESSonline service which receive funds that are being transferred from a funding account.

Effective Date

The effective date is the date for which a scheduled transaction is to take place.

Balance

Funds on deposit as of the close of business on the prior posting date which are available for withdrawal, plus cash deposits, less electronic withdrawals, online cash withdrawals or holds.

Available Funds

The Balance (see definition of balance) in the account which includes funds available through Overdraft Protection, if applicable. Overdraft Protection is detailed in the bank's Overdraft Protection documents.

A. Registration for the ACCESSonline Service

ACCESSonline can be accessed via a menu option or "button" found on ACCESSbank's home page, www.accessbank.com. You may become eligible for this Banking Service by applying online at www.accessbank.com. In order to use this Banking Service, you must have an account with the Bank. By accepting the ACCESSonline Banking Agreement, you agree to the terms of this Agreement. You must individually or jointly own all accounts accessible through this Banking Service.

B. Equipment and Technical Requirements

It is your responsibility to acquire the software or equipment necessary to use this Banking Service. To access ACCESSonline and to perform transactions, you must have Internet access with a web browser that supports 128-bit encryption. You acknowledge that access to this Banking Service and the availability of services hereunder is at all times conditioned upon the availability of the computer services, software and system used to communicate your instructions and the Bank's responses. **THE BANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED OR SUFFERED BY YOU AS A**

RESULT, DIRECTLY OR INDIRECTLY, OF ANY FAILURE, INTERRUPTION, SUSPENSION OR TERMINATION OF SUCH SERVICES OR SYSTEM FOR WHATEVER REASON, INCLUDING BUT NOT LIMITED TO THE ACTS OR OMISSIONS OF THE SERVICE OWNER OR ANY THIRD PARTY.

C. Banking Business Days

ACCESSbank's business days are Monday through Friday. Weekends and Federal holidays are not included. The Bank may be open on Saturdays or certain Federal holidays; however, online transactions will not be processed until the next business day.

D. Services and General Information about ACCESSonline

You may use this Banking Service anytime, day or night, seven (7) days a week with your ACCESSonline ID and Password to satisfy the system's security procedures. From time to time, access to this Banking Service may be temporarily unavailable due to the Bank's record updating, performing regular maintenance or experiencing technical difficulties. We will attempt to provide notification in advance of any possible interruption of service.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

The following functions may be performed when using this Banking Service:

1. Obtain information on your checking, savings, money market and loan account(s) such as balance inquiries, posted transactions, check images and statements;
2. Transfer funds electronically between accounts at ACCESSbank;
3. Access your checking account(s) to pay most bills;
4. Change your ACCESSonline Password; and
5. Send electronic mail ("E-Mail") to the Bank and receive electronic mail from the Bank.

You authorize the Bank to charge your account(s) and facilitate the requests you initiate using this Banking Service for bill payments and/or transfers, including the amount for any recurring bill payment or transfer, plus any service charges for this Banking Service if applicable. Before any bill payment and/or transfer requests are processed, sufficient available funds must be in the account(s) from which the funds are to be debited.

With respect to savings accounts and money market accounts, we allow you six (6) debits without a charge in any statement cycle. All transfers and debits of any kind will count toward the limits for fee purposes (see your new account disclosures, including your Regulation E disclosure form, for Checking and Savings accounts).

All types of accounts may be viewed through ACCESSonline. This includes, but is not limited to, checking, savings, and money market, CD, IRA, and loan accounts.

E. Confidentiality and Security

The circumstances, under which we will disclose information about you or your accounts, have been separately disclosed to you in our Privacy Policy and in other disclosures, which have been provided directly to you. Our Privacy Policy may change from time to time and is always available online and at our banking office locations.

You understand that all User IDs, Passwords and any other security codes (collectively, the "Codes") provided to you by the Bank in connection with this Banking Service are confidential and should not be disclosed to third parties. You will be asked to change your Password the first time you access this Banking Service. You are responsible for the safekeeping of your Codes, and agree not to disclose or otherwise make your Codes available to anyone that is not an owner or authorized signer on your account. If the confidentiality of your Codes is compromised, you shall notify us immediately. If you furnish your ACCESSonline Codes to another person and grant authority to that person to make bill payments who then exceeds that authority, you are liable for all subsequent bill payments and/or transfers until we have been notified that bill payments and/or transfers by that person are no longer authorized. You agree that these security procedures are commercially reasonable and are designed to authenticate your transactions. **EXCEPT AS SET FORTH HERE IN THIS AGREEMENT, THE BANK WILL NOT BE LIABLE FOR ANY LOSS SUFFERED BY CLIENT AS A RESULT, DIRECTLY OR INDIRECTLY, OF ANY UNAUTHORIZED PERSON GAINING ACCESS TO OR OTHERWISE MAKING USE OF THE SERVICE, EXCEPT AS MAY BE PROVIDED BY REGULATIONS.**

Biometric authentication may be an available sign in method on some devices. Biometrics are stored on your device only and ACCESSbank never sees or stores your biometric information. You acknowledge that by enabling biometric authentication you will allow anyone who has biometrics stored on your device access to your personal account information within the Service, which includes the ability to conduct transactions. To use biometric authentication, you will need to set it up for each device. If your device does not recognize your biometrics, you can sign in using your Username and Password.

F. Bill Payments

Bill Pay is available for personal and business accounts. You must have a checking account to initiate bill payments.

You may include all utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through ACCESSonline Bill Pay. You must include a complete mailing address, telephone number, and account number for each payee. We reserve the right to decline to make payments to certain persons and entities.

Note: Payments may be made only to payees with a U.S. payment address. You may not make a payment of alimony, child support, taxes, or other governmental fees or court-directed payments through this service.

You may choose to use Bill Pay and use your PC to electronically schedule payments with ACCESSonline's Bill Pay Service. Payments are posted against your balance available for withdrawal, as defined in the Bank's Funds Availability Policy, plus the available credit on your Overdraft Protection, if any, or other Line of Credit.

A single bill payment transfer is a transfer made on a one-time basis. A bill pay transfer must be requested prior to 4:00 p.m. (2:45 p.m. for Overnight) Central Time to be posted on the same business day. Extended cut-off times may be available. Same day bill payments cannot be cancelled after scheduled.

Recurring payments are those made for the same amount and are made on a weekly, bimonthly, monthly basis, etc. Once started, recurring payments will be made automatically until you stop or cancel the service through ACCESSonline. A service fee may apply for this online banking feature if a transfer is being made to an outside financial institution.

Funds must be available in your account(s) on the payment date. If there are insufficient funds in the account to make the payment, we may either refuse to pay the bill payment or make such payment

thereby overdrawing your account(s). In either occurrence, you are responsible for any non-sufficient funds (NSF) or overdraft charges imposed, as stated in our Schedule of Fees. If you wish to cancel payments, you may do so by completing the cancellation process available in Bill Pay. The payments you have the ability to cancel or modify will be in the Pending Box on the main screen on your Payment Center. You will know that you still have the choice to cancel a payment as long as it is in the Pending Box. If a payment is in your Recent Payments Box, then that payment has already hard posted and your option to cancel said payment has already expired. In that case the bank is not liable for that money being debited out of your checking account, and it is your responsibility to handle the disputed transaction. Payments must be cancelled before 4:00 p.m. (2:34 p.m. for Overnight) CT four (4) days prior to the scheduled payment date.

You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. You can enter payment information through the Bill Pay Service twenty-four (24) hours a day, seven (7) days a week. Payments can be initiated only on business days; the option to schedule any payments on a Pay Date that is considered a Federal Holiday or weekend will not be processed until the next business day. Funds will be deducted from your Account on the business day in which you select as your Pay Date from the Calendar in the Payment Center. This date is referred to in this Agreement as the "Payment Date." If you will be receiving a fee for any bill payment, you will know ahead of time. For any same day payment made, a fee will apply. That is, if you are making a payment the same day your bill is due, it must be done before 2:45 p.m. Central Time in order for it to be sent out on time. A fee will be charged to your account for the same day payment and rush delivery.

Bill Payments may be delayed based upon the transfer amount. For each payment submitted, a Scheduled Payment Confirmation will be received, which will include a confirmation number. Payment statuses can be viewed under the Pending Payments Box, Recent Payments Box, or Bill History tab. The payment status will be shown as either pending, paid, or canceled. Up to seven (7) years of payment history can be viewed, and if inquiring about a specific vendor's payments, the search can be narrowed by using the convenience of our "paid payments" dropdown. Here the details of the payment(s) will reside. If a bill payment request describes the beneficiary inconsistently by name, account number, or address provided, the execution of the request will occur on the basis of the account number, even if it identifies a person other than the named beneficiary. If a draft check payment is not received by a payee for any reason, with your authorization, the Bank will place a stop payment on the check and the Bank's normal stop payment fees will be assessed. In all instances, it is your responsibility to reschedule the bill payment.

THE BANK IS NOT LIABLE IN ANY WAY FOR DAMAGES YOU INCUR IF:

- 1. THERE ARE NOT SUFFICIENT AVAILABLE FUNDS IN YOUR ACCOUNT(S) TO MAKE THE BILL PAYMENTS OR TRANSFERS;**
- 2. THE ESTIMATED TIME OF DELIVERY TO THE PAYEE IS INACCURATE;**
- 3. THERE ARE DELAYS IN MAIL DELIVERY;**
- 4. THERE ARE PAYEE CHANGES OF ADDRESS OR ACCOUNT NUMBER;**
- 5. THE PAYEE FAILS TO APPLY THE PAYMENT IN A TIMELY MANNER;**
- 6. TO THE EXTENT NOT PROHIBITED BY REGULATION E, ANY OTHER CIRCUMSTANCE WHICH IS BEYOND OUR REASONABLE CONTROL OR ANY CIRCUMSTANCE IF ATTRIBUTABLE, IN WHOLE OR IN PART, TO YOU OR TO THIRD PARTIES.**

G. Internal Transfers

Transfers may be scheduled using the ACCESSonline service between accounts at the Bank which have been made accessible via this Banking Service. Transfer(s) scheduled before 6:00 p.m. (CT) will be reflected in your account and available for your use at the time the transfer is initiated and will post to

your account the same day. Transfers scheduled after 6:00 p.m. (CT) will also be reflected in your account and available for your use at the time the transfer is initiated but will post to your account on the next business day. One-time transfers scheduled for a future date and recurring transfers will be automatically credited to your account by the opening of business on the "payment date." One-time transfers scheduled for a future date and recurring transfers may be changed or canceled until 6:00 p.m. (CT) of the day prior to the "payment date."

THE BANK IS NOT LIABLE IN ANY WAY FOR DAMAGES YOU INCUR IF:

- 1. THERE ARE NOT SUFFICIENT AVAILABLE FUNDS IN YOUR FUNDING ACCOUNT(S) TO MAKE A TRANSFER;**
- 2. THE INCORRECT ACCOUNT NUMBER(S) FOR THE FUNDING ACCOUNT(S) AND/OR RECEIVING ACCOUNT(S) WERE GIVEN WHEN THE TRANSACTION WAS INITIATED;**
- 3. TO THE EXTENT NOT PROHIBITED BY REGULATION E, ANY OTHER CIRCUMSTANCE WHICH IS BEYOND OUR REASONABLE CONTROL OR ANY CIRCUMSTANCE IF ATTRIBUTABLE, IN WHOLE OR IN PART, TO YOU OR TO THIRD PARTIES.**

H. Authorization to Charge Accounts

You authorize the Bank to charge your funding account(s) or any other deposit account(s) owned by you at this Bank for any transactions accomplished through the use of this Banking Service, including the amount of any bill payment or transfer that you make, and any charges for the service if applicable. You understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, you are electing to use the full ACCESSonline service with the Bill Payment feature and therefore will be charged accordingly. You authorize the Bank to process bill payments and to transfer funds according to the instructions the Bank receives if the instructions are received by the Bank through this Banking Service. You authorize the Bank to initiate any reversing entry or correcting entry and to debit your accounts at ACCESSbank or elsewhere, in order to correct any mistaken entry.

You understand that if a bill payment or transfer request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person other than the named beneficiary. Further, ACCESSbank and other financial institutions or merchants to which a bill payment or transfer request is forwarded may rely on any identification number supplied by you as a means to identify any other financial institution or merchant, even if the identification number is other than that of the financial institution or merchant named by you. Your obligation to pay the amount of the bill payment and/or transfer to ACCESSbank is not excused in such circumstances.

I. Charges and Fees

ACCESSbank reserves the right to charge for internet banking or Bill Pay services and will notify you 30 days in advance before any charges are put into effect.

J. Liability for Unauthorized Use

You will notify the Bank immediately if you believe your User ID, Password and any other security codes (collectively, the "Codes") have become known to an unauthorized person, or have been lost or stolen. The best way to keep your possible losses to a minimum is to telephone or e-mail the bank (See Section "N"). If you suggest that an unauthorized bill payment or transfer may have occurred, we may require you to sign an affidavit concerning the details. Your liability for unauthorized use is limited by Regulation "E" (which implements the Electronic Fund Transfer Act) and Regulation "Z" (which implements the Truth in Lending Act) which provide:

1. You could lose all the money in your deposit account(s) accessed through this Banking Service (plus your maximum overdraft line of credit, if any) if you do not inform the Bank

that your Codes have become known to an unauthorized person or have been lost or stolen. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person uses your Codes to access this Banking Service without your permission.

2. If you do not tell the Bank within two (2) business days after you have learned that your Codes have become known to an unauthorized person or have been lost or stolen, and we can prove that we could have stopped someone from using your Codes to access this Banking Service without your permission if you had told us, you could be liable for as much as \$500.00.
3. Also, if your statement shows ACCESSonline transactions that you did not make, you will notify the Bank immediately. We may require you to provide your complaint in the form of an affidavit. If you do not tell us within sixty (60) days after the statement was mailed to you at your address as it appears on our account records, you may not get back any money you have lost after the sixty (60) days if the Bank can prove that we could have stopped someone from taking the money if you had notified us in time.

However, you do agree to indemnify us against any losses we sustain related to this Banking Service and not prohibited by Government Regulations.

K. Notification of Unauthorized Transaction or Lost or Stolen Access Device

If you believe your Codes have become known by an unauthorized person or have been lost or stolen, or that someone has made bill payments or transferred money without your permission, you will immediately call ACCESSbank at (402)763-6000.

To the extent not prohibited by Government Regulations, you agree to indemnify us against any losses we sustain as it relates to this Banking Service.

L. Liability for Failure to Make Payments

If the Bank does not send a bill payment or make a transfer on time, or in the correct amount, according to your instructions given in accordance with this Agreement, the Bank's liability will not exceed the amount of the total fees you paid to Bank under Schedule "A" for the services provided under this Agreement in the six (6) month period preceding the date which the claim first accrued. However, there are some exceptions.

We will not be liable, for instance, if:

1. **Through no fault of ours, your checking account(s) and/or funding account(s) do not contain sufficient funds to make the payment or transfer;**
2. **The bill payment or transfer would go over the credit limit of your overdraft line of credit;**
3. **The equipment, phone lines, or computer systems were not working properly or were temporarily unavailable;**
4. **Circumstances beyond our scope of control, such as fire or flood, prevented the bill payment or transfer, despite reasonable precautions that we have taken;**
5. **A court order or legal process prevents us from making a bill payment or transfer;**
6. **You have previously reported your Password was stolen, or if we have a reasonable basis for believing unauthorized use of your Password or designated account has occurred or may be occurring, or if you default under any agreement with the Bank, or if the Bank or you terminate this Agreement; or**
7. **The payee does not process a payment correctly, or in a timely manner.**

WITH THE EXCEPTION OF ACTUAL DAMAGES CAUSED BY OUR GROSS NEGLIGENCE OR FRAUD, AND EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS AGREEMENT, OUR SOLE LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR INJURY (INCLUDING BUT NOT LIMITED TO CLAIMS FOR

BREACH OF CONTRACT OR NEGLIGENCE) SHALL NOT EXCEED AND SHALL BE LIMITED TO THE TOTAL FEES WHICH YOU PAID TO THE BANK UNDER SCHEDULE "A" - SERVICE CHARGES, FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRECEDING THE DATE WHICH THE CLAIM FIRST ACCRUED. IN NO EVENT SHALL THE BANK BE LIABLE FOR LOSS OF GOODWILL, LOST PROFITS, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR ANY OTHER DAMAGES NOT SPECIFIED ARISING FROM YOUR USE OF THE SERVICES UNDER THIS AGREEMENT, EVEN IF THE BANK SHALL BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE BANK MAKES NO WARRANTIES WITH RESPECT TO THE ENCRYPTION OR SECURITY OF INFORMATION TRANSFERRED VIA THE INTERNET, AND THE BANK SHALL HAVE NO LIABILITY WHATSOEVER FOR THE BREACH OF ANY SUCH SECURITY EXCEPT AS MAY BE PROVIDED BY REGULATIONS.

There may be other exceptions stated in the Bank's agreements with you, and our liability may be further limited as stated in these agreements. If any of the circumstances listed in subparagraph "3" or "4" shall occur, the Bank, without assuming liability, will assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have been incorrectly processed.

M. Standard of Care

The Bank will use due care and act in good faith in connection with providing the services to you. The Bank does not warrant or represent that this Banking Service will operate uninterrupted or that this Banking Service will be error free. The Bank will use reasonable commercial efforts under the circumstances to contract with third parties as required for the products and services on which this Banking Service is dependent including, but not limited to: communication carriers, network service providers, equipment manufacturers and their associated hardware and software providers.

N. Errors Resolution Notice

In case of errors or questions about your electronic transfers, call, mail or e-mail at the telephone number, address or e-mail listed at the end of this agreement, as soon as you can, 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 appeared.

1. Tell us your name and account number (if any).
2. 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.
3. 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days (five (5) business days if involving a Visa[®] transaction) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (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 ten (10) business days (five (5) business days if involving a Visa[®] transaction or twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you may 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 ten (10) business days, we may not credit your account. An account is considered a new account for thirty (30) days after the first deposit is made, if you are a new customer.

We will tell you the results within three (3) 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.

O. Account Information Disclosure

We have the right to disclose information to third parties about your account and the bill payments or transfers you make:

1. When it is necessary for verifying or completing bill payments or transfers, or resolving a problem relating to a bill payment or transfer;
2. In order to verify the existence and the condition of your account for a third party, such as a credit bureau or payee authorized by you;
3. In order to comply with government agency or court orders;
4. With any subsidiary or affiliate for the purpose of completing transactions as requested by you;
5. When you give us your written permission; or
6. As otherwise permitted in ACCESSbank's Terms and Conditions, by applicable law, as required by Government Regulations, or as necessary in the event of a national emergency.

P. Documentation and Verification of Bill Payments and Transfers

1. Confirmation Numbers

Upon scheduling of a transaction using this Banking Service, a confirmation number will be given. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record), or you may wish to print the confirmation screen. These procedures will help in resolving any problems that may occur. Other than your ability to print the confirmation screen, no printed receipts are issued through this Banking Service.

2. Preauthorized Deposits

If you have arranged to have direct deposits made to your account, you can find out whether or not the deposit has been made through this Banking Service.

3. Periodic Statements

Information concerning ACCESSonline transactions will be shown on your checking account statement for the account(s) from which bill payments or transfers are made per statement cycle. If you have a savings account linked to this Banking Service, you will receive a monthly savings statement unless there are no transactions in a particular month; you will at least receive a quarterly savings statement.

Q. Other Conditions

You are responsible for complying with all terms of this Agreement and the regulations governing the deposit accounts which you access using this Banking Service. We can terminate your ACCESSonline privileges without notice to you if you do not pay any fee(s) as detailed in this Agreement when they are due, or if you do not comply with the terms of any agreements associated with your accounts and/or your ACCESSonline service, as modified from time to time.

Except as governed by federal law or regulation, the Terms & Conditions of this Agreement shall be governed by the substantive laws of the United States and the laws of the state of Nebraska where ACCESSbank is located, without regard to such state's rules regarding conflict of laws and without regard to your state of residence.

If either party utilizes the services of an attorney to enforce this Agreement through legal proceedings, then the prevailing party shall be entitled to recover its/his/her legal expenses, including attorneys' fees on both the trial and appellate levels. We utilize the services of third party providers to complete bill

payments and transfers. Such providers may occasionally experience network or system downtime; therefore, you are advised to transmit instructions through the ACCESSonline service at your earliest opportunity to reduce the possibility of a delay.

R. Change In Terms

Changes in the terms of the ACCESSbank Online Banking Agreement & Electronic Funds Transfer Disclosure may be made by the Bank from time to time and shall become effective upon the earlier of:

1. The expiration of a thirty (30) day period of posting of such changes in the Bank; or
2. Thirty (30) days after the mailing, electronic mailing or delivery of notice thereof to the depositor by enclosing the notice in your monthly statement, which is defined by your statement cycle. If there is more than one depositor, then the Bank will only send the notice of change to one depositor. Mailing or electronic mailing of a revised ACCESSonline Agreement & Electronic Funds Transfer Disclosure shall constitute notice of change in this service. The revised Agreement will become applicable to this service on the date specified unless you close your account before that date. You acknowledge and are aware that the Bank's current rules, Terms and Conditions and Additional Services & Fees Brochure are always available at the Bank's main premises.

S. Terms and Conditions Disclosure

By using this Banking Service, you acknowledge receipt of and agree to be bound by this ACCESSonline Agreement & Electronic Funds Transfer Disclosure, as well as, the ACCESSbank's Terms and Conditions and Checking and Savings Disclosures, which were received by you at the time your account was opened, plus any amendments to these instruments, which will be furnished to you as they occur. If there are any changes with any of these agreements and/or disclosures, the latest dated document will govern.

T. Notices

Except where this Agreement specifically authorizes telephone notice or electronic mail notices, all notices to the Bank under this Agreement shall be in writing and shall be delivered in person or by United States mail, certified mail or return receipt requested. Notice shall be deemed to be given at the time of hand delivery or three (3) calendar days after the date on which it is mailed by certified mail.

All notices to you shall be sent to your address as it appears in our account records.

Notices to the Bank shall be sent to ACCESSbank, Attention: Online Banking, 8712 W. Dodge Rd., Omaha, NE, 68114, or may be sent by electronic mail using the ACCESSonline service. If there is more than one signer on an account, notice to one of you is notice to all. Other than as specifically provided herein, notices to the Bank are effective when received.

U. Service Maintenance and Cancellation

If you would like to add or delete accounts, or if you would like to cancel this Banking Service and/or the bill payment feature, you may do so at any time by notifying the Bank. Notices to the Bank shall be sent to ACCESSbank, Attention: Online Banking, 8712 W. Dodge Rd., Omaha, NE, 68114, or may be sent by electronic mail using the ACCESSonline service.

ACCESSbank may suspend or disable your access to the Services, in whole or in part, at any time at the bank's discretion without notice including but not limited to: account fraud, non-usage, abuse of services. If you do not access your Bank accounts via ACCESSonline for any six (6) month period, we may suspend or disable your services, including bill payment.

V. Disclaimer of Warranties

Except as expressly set forth in this Agreement, the Bank makes no representations or warranties, expressed or implied, including without limitation any warranty or merchantability or fitness for a particular purpose with respect to the services to be provided under this Agreement. The Bank does not own the software which is incorporated in the ACCESSonline service.

W. Survival

Sections **F, G, H, I, J, K, L, O, Q, S,** and **V** shall survive the termination of this Agreement.

X. ACCESSbank Alerts Terms and Conditions

Alerts. Your enrollment in ACCESSonline and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your ACCESSbank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. ACCESSbank reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your ACCESSonline message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, **text "STOP" to 99588 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in ACCESSonline. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 402-763-6000. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. {ACCESSbank} provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside ACCESSbank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold ACCESSbank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Y. Account to Account Transfer (TransferNow)

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and ACCESSbank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship with You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 8712 W Dodge Rd. Omaha NE 68114. We may also be reached at 402.763.6000 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic

communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4)

constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling,

enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our

sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party

initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.**

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE

PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

Mobile Banking Service Terms and Conditions

Thank you for using ACCESSBanks Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. In case of questions please contact customer service at 402-763-6000 or visit www.accessbank.com.

By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of ACCESSBank or any service provider.

1. Program. ACCESSBank offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.
2. Participating carriers. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless.
3. Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, ACCESSBank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). ACCESSBank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. ACCESSBank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.
4. Restrictions on Use. Consistent with Sections 13 and 14 of the General Terms, you agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized, or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by ACCESSBank (in its

sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of ACCESSBank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose ACCESSBank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

5. Use of Google Maps. You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://maps.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

6. Existing Agreements. All existing agreements and fee schedules apply.

Mobile Deposit Service Additional Terms and Conditions

By accessing the Mobile Deposit Service, you agree to be bound by the terms and conditions contained in this agreement. Please read the agreement carefully. If we make any changes to this agreement, we will update the agreement on our website and notify you of changes.

1. Definitions.

- a. "You" and "your" means a person who has accessed the mobile deposit service for personal use.
- b. "Bank," "we," "us," and "our" mean ACCESSBank and its successors or assignees.
- c. "Account" means your deposit account with us to which you are authorized to make a deposit using mobile deposit services.
- d. "Capture Device" means any device acceptable to us that provides for the capture of images from items and for transmission through the clearing process.
- e. "Image" means the electronic image of the front and back of an item, in addition to other required information, as specified by us, in the format we specify.
- f. "Image Replacement Documents" or "IRD" means a substitute check, as defined by Check 21.
- g. "Item" is an original check or any other payment instrument, drawn on a financial institution within the United States and payable in United States currency that is payable to you. Items are deemed to be "items" under the Uniform Commercial Code and "checks" under Regulation CC.

h. "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item.

2. The service enables you to use a ACCESSBank Mobile Banking application and certain hardware approved by us to create electronic images of the front and back of certain Paper Items and transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this agreement. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing we will:

- a. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
- b. Present or post any Electronic item for which we are the Paying Bank

To access the service, you must keep your ACCESSBank account in good standing and agree to this Online Banking Agreement.

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

4. Mobile Deposit Processing. If you transmit your Electronic Item to ACCESSBank before 4:00 pm Central Time on any Business Day, we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Items to us after Cut-Off Time on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is/are deemed to have been received by the Bank when the Service generates a confirmation message. You authorize us to process any image that you send us or convert an Image to an IRD. You authorize us and any other bank to which an image is sent to handle the Image or IRD. We reserve the right to reject and to refuse to process any Image you send to us for any reason or no reason, without prior notice.

If an Image is received before 4:00 pm Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds from items deposited through the Service will be made available to you pursuant to our funds availability policy.

You are responsible for the image quality of any image that you transmit. If an image we receive from you for deposit to your Account is not sufficient quality to satisfy our image quality standards as we may establish from time to time, we may reject the Image without prior notice to you. Each Image must include the front and back of the Item and the following information must be clearly readable; amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR line, and any endorsement or other information written on the check.

Each Business Day on which we review and process your item, we will use reasonable efforts to review each item and reject any item that we in our discretion determine to be ineligible for the Service. Exception Items include without limitation, an electronic item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an electronic item, (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States, or (d) exceeds established amount limits.

You agree not to allow an item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item multiple times. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. If any Item is presented or deposited more than once, whether by image or other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. You agree to retain the Item until the funds are posted to your account, and to destroy each Item which you have transmitted to us. You guarantee:

- You will not submit any duplicate Electronic Items to us;
- You will review and verify for accuracy the information contained in the Electronic Items before you transmit to us;
- You will only transmit Electronic Items that are drawn on or payable at or through banks located within the United States;
- You will not store or make a back-up copy of the Electronic Item;
- You will transmit only Images of Items acceptable for deposit through the service and will handle Items as agreed herein;
- You are a person authorized to obtain payment of each item;
- Items have not been altered;
- Each Item bears all required and authorized endorsements;
- Each item has been endorsed with your name and the words "For mobile deposit only at ACCESSBank"; and,
- Your understanding that acceptance of the End User License Agreement is required for use of the Service

5. Termination of Mobile Deposit Service. This Agreement is valid until terminated by you or ACCESSBank. You or ACCESSBank may terminate the Service at any time. Your rights under this Agreement will terminate immediately if you breach any term of this Agreement. Upon termination of this Agreement you shall immediately cease all use of the Application and destroy all copies, full or partial of the Application. If you would like to terminate your access to the Service, you may call ACCESSBank at 402-763-6000. ACCESSBank reserves the right to terminate or suspend the Service, at any time with or without cause and without prior written notice. Any image transmitted through the service shall be subject to this Agreement. This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to federal law and the law of the State of Nebraska. If state and federal laws are inconsistent, or if the state law is preempted by the federal law, federal law governs.

6. Amendment. From time-to-time ACCESSBank may amend any of the terms and conditions contained in the Agreement, including without limitation, any cut-off time, any business day, etc. Such amendments shall become effective upon receipt of notice by the Customer or such later date as may be stated in the Financial Institution's notice to the Customer. If you do not agree with the change, you may discontinue using the Service. However, if you continue to use the Service, that may be deemed your acceptance of and agreement to change.

7. Your Warranties to ACCESSBank. You represent and warrant to ACCESSBank that: you will protect your hardware and security credentials so as not to allow an unauthorized party to access the service and transmit an electronic item for deposit. All uses of the service through your security credentials will be deemed to be uses authorized by you and be binding upon you. You assume the entire risk for the fraudulent or unauthorized use of your security credentials. ACCESSBank shall not be liable for any damages other than those caused solely and directly by its gross negligence or willful misconduct. ACCESSBank shall not be liable for any indirect, special, consequential, or punitive

damages. You acknowledge that the service is provided by ACCESSBank on an “as is” basis, and that you use it at your sole risk. You agree to notify ACCESSBank immediately if you become aware of any loss or theft, or any unauthorized use of the service or your security credentials.

8. Liability. To the extent not prohibited by law, in no event shall ACCESSBank be liable for personal injury, or any incidental, special, indirect, or consequential damages whatsoever, including without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses arising out of or related to your use or inability to use the application, however caused regardless of the theory of liability, and even if ACCESSBank has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

Card Management Tools Terms and Conditions

The card management feature is offered by ACCESSBank (referred to herein as “Card Tools”, “us”, “we” or “our”) for use by ACCESSBank cardholders.

1. Service. ACCESSBank’s card management feature is intended to allow you to initiate certain payment card related activities for your enrolled ACCESSBank card(s) via the card tools feature. Those activities may include the ability to but not limited to:

- a. Register the card.
- b. Activate and deactivate the card.
- c. Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“Controls”).
- d. Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“Alerts”).
- e. View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information).
- f. Report Your card as lost or stolen.
- g. Review Your spending by merchant type and/or by month.
- h. View a list of merchants storing Your card information for recurring or card-on-file payments.

2. Use of Google Maps. The card tools feature may enable access to ACCESSBank and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at Google Maps/Earth Additional Terms of Service – Google and the Google Legal Notices found at Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth APIs – Google, or such other URLs as may be updated by Google.

3. Third Party Access. To the extent the card management feature allows you to access third party services, ACCESSBank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

4. Communication with you. You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by

your mobile provider for the transmission and receipt of messages and Alerts. ACCESSBank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in ACCESSBank's card management feature.

5. Availability/Interruption. You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device ("Notification") is dependent on several factors including, without limitation, your wireless service and coverage within the area in which you are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to your mobile device in all areas. If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. ACCESSBank does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas. You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address.

6. Limitation of Liability. You acknowledge and agree that neither ACCESSBank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither ACCESSBank nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your mobile device in your intended area. ACCESSBank, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the

Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).

- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may

be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

Z. AllData

Our unique service (the "Service") enables you to bring together, in one convenient location, as many of your accounts and financial relationships as you wish. Please take a few minutes to read this User Agreement (referred to throughout as the "Agreement"). This Agreement is between you and Access Bank (the "Institution").

Any reference to Institution in this Agreement includes any directors, officers, employees, contractors, agents, service providers or licensees of the Institution. As used in this document, the words "you" and "your" refer to the undersigned's use of the Service; the words "I" "me" "we" "us" "our" and any other variation thereof, refer to your Institution. When you're ready, click the "I Accept" button to start enjoying the convenience of the Service.

1. Acceptance of Terms

When you click on the "I Accept" button, you agree to accept the terms and conditions (the "Terms") of this Agreement, including any amendments to the Agreement or changes in the Terms. If you do not agree to all of the Terms, click on the "I Decline" button. If you do not accept and agree to all of the Terms, you will not be entitled to use the web site, Content, software and Services. Institution reserves the right to change the Terms under which the Services are offered in its sole discretion at any time; however, Institution will notify you of any material changes to the Terms. In most cases, you will receive notice on-line the next time you log in; however, Institution reserves the right to notify you by e-mail or conventional mail, at its discretion. You agree that if you continue to use the Services after Institution notifies you of any change, you thereby accept the changes to the Terms and agree to be bound by this Agreement, as amended. If you do not accept and agree to the changes to the Terms, you will not be entitled to use the Service. You can review, download and print the most current version of this Agreement at any time by clicking User Agreement. If you do not agree to the changes, or if at any

time you wish to discontinue your use of the Services, you can unsubscribe by using the online feature to unsubscribe. Alternatively, if you prefer, you can unsubscribe by sending a registered or certified letter to the Institution. Once your account with Institution has terminated for any reason, you will have no further right or access to use the Service. To use the Service you must be at least eighteen (18) years old and have an e-mail address.

2. Privacy and Security

Institution regards your privacy and security with the utmost importance, and is absolutely committed to safeguarding any information that you share with Institution. In order to provide the Service, Institution must obtain from you certain personal information including information needed to access your Third Party Accounts. Institution will use this information only on your behalf and to carry out your instructions. This information is necessary to create your user profile, which allows you to access the Service. You may access, review and update your personal and account information at any time by navigating to Options in ACCESSonline. You agree that the Institution may use, copy, modify, display and distribute any information, data, materials or other content (the "Content") you provide to the Institution in order to provide the Service, and you hereby give the Institution a license to do so. By submitting Content, you represent that you have the right to license such Content to the Institution for the purposes set forth in this Agreement.

3. Third Party Accounts

You understand and agree that, in order to provide the Service, it is necessary for the Institution to access third party Web sites and data bases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize the Institution to access such Third Party Accounts to retrieve such Content as requested or authorized by you, or for any other purpose authorized by this Agreement. You warrant and represent that the information you are providing Institution with is true, correct and complete. You represent and warrant to Institution that you have the right to authorize and permit us access to your Third Party Accounts, you assure us that by disclosing the information to us and by authorizing us to use such information to access your Third Party Accounts, and you are not violating any third party rights. You hereby authorize and permit the Institution to use Content and other information submitted by you to the Institution (such as account passwords and user names) to accomplish these purposes and to configure the Service to be compatible with the Third Party Accounts. For as long as you are using the Service, you give to the Institution a limited power of attorney and appoint Institution as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Third Party Accounts, retrieve Content, and use your Content, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Service, as fully to all intents and purposes as you might or could do in person. Once Institution has actual knowledge that you wish to cease using the Service as provided in this Agreement or as otherwise permitted in this Agreement and has a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by Institution in good faith before it has actual knowledge of termination by you shall be deemed to be authorized by you. To notify institution that you wish to discontinue using the Service, you may send us an e-mail as provided in this Agreement.

You understand and agree that at all times your relationship with each Third Party Account provider is independent of Institution and your use of the Service. Institution will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN INSTITUTION IS ACCESSING AND RETRIEVING INFORMATION FROM THE THIRD PARTY ACCOUNTS, INSTITUTION IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR

ON BEHALF OF THE THIRD PARTY. YOU AGREE THAT INSTITUTION, ITS AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY UPON THE FOREGOING AUTHORIZATION, AGENCY AND POWER OF ATTORNEY GRANTED BY YOU. YOU AGREE THAT INSTITUTION SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) INSTITUTION'S ACCESS TO THE THIRD PARTY ACCOUNTS; (2) INSTITUTION'S RETRIEVAL OF OR INABILITY TO RETRIEVE INFORMATION FROM THE THIRD PARTY ACCOUNTS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN CONTENT RETRIEVED FROM THE THIRD PARTY ACCOUNTS AND (4) ANY CHARGES IMPOSED BY THE PROVIDER OF ANY THIRD PARTY ACCOUNT.

4. Securities Quotations and Foreign Exchange Rates

In order to update the value of your assets as shown to you, we will access your Third-Party Account. INSTITUTION MAKES NO REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRICE QUOTES, NOR DOES INSTITUTION MAKE ANY REPRESENTATIONS, WARRANTIES OR OTHER GUARANTEES AS TO THE PRESENT OR FUTURE VALUE OR SUITABILITY OF ANY SALE, TRADE OR OTHER TRANSACTION INVOLVING ANY PARTICULAR SECURITY OR ANY OTHER INVESTMENT.

The Foreign Exchange rates used in currency calculations are currently provided by xe.com. The Foreign Exchange rates are not real time. Neither Institution nor xe.com is responsible for the accuracy of the rates provided or for any actions taken in reliance thereon.

5. Alerts

An alert enables you to receive a notice via email or other devices concerning available information in your Third Party Accounts. You are responsible for determining the criteria that governs the alert and the Service will send an alert to you based upon the instructions you provide to us. Your instructions are neither reviewed nor verified by Institution prior to or following activation of any alert. At any point, you can enable or disable an alert.

You understand and accept that an alert is transmitted electronically and you acknowledge that you have no expectation of privacy with respect to such information. You acknowledge that the information in the alert is encrypted and can be accessed, used, or misappropriated by unintended third-party recipients. Institution is not responsible for any unauthorized use or misappropriation of any and all information transmitted through the alert. Institution does not guarantee the delivery or the accuracy of the contents of each alert. You acknowledge and agree that delivery of an alert may be delayed or prevented by factor(s) outside our control and we shall not be liable for any losses or missed opportunities incurred by you due to the delayed, non-delivery or misdirected delivery of an alert.

Institution provides this service as a convenience to you for information purposes only. Institution reserves the right to terminate its alert service or begin charging a fee for such service at any time without prior notice to you.

Institution shall not be liable for any direct, indirect, special, incidental, or consequential damages caused by (a) non-delivery, delayed delivery, or the misdirected delivery of an alert; (b) inaccurate or incomplete information in an alert; or (c) your reliance on or use of the information provided in an alert for any purpose.

6. Password

To enable you, to access the Service, you will be asked to choose a Password when you register with us. You will then create an account and will be given a customer number. You are responsible for maintaining the confidentiality of your customer number and Password. You are responsible for all uses of your account, whether or not actually or expressly authorized by you. Therefore, it is important that you DO NOT SHARE YOUR ACCOUNT NUMBER OR PASSWORD WITH ANYONE FOR ANY REASON. We will never email, call or otherwise ask you for your password or other PFM credentials.

7. Electronic Communications

The Service is an electronic, Internet based-service. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means: This Agreement and any amendments, modifications or supplements to it.

Any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law. Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service.

Any other communication related to the Service. Although Institution reserves the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communication that is important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use the Service. You agree to promptly update your registration records if your e-mail address or other information changes. You may update your records, such as your e-mail address, by using the Profile page. Communications may be posted on the pages of the Service website and/or delivered to the e-mail address you provide. All electronic Communications sent by e-mail will be deemed to have been received by you when Institution sends it to you, whether or not you received the e-mail. If the Communications is posted on the Service, then it will be deemed to have been received by you no later than five (5) business days after Institution posts the Communication on the pages of the Service, whether or not you retrieved the Communication. An electronic Communication by e-mail is considered to be sent at the time that it is directed by Institution's e-mail server to the appropriate e-mail address. An electronic Communication by posting to the pages of the Service is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications

8. Proprietary Rights

You acknowledge and agree that between Institution and you, the Institution owns all rights in and to the Service. You are permitted to use the Service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the Service or technology.

9. No Unlawful or Prohibited Use

As a condition of using the Service, you warrant to Institution that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

10. Service Changes and Discontinuation

Institution may modify or discontinue the Service or your account with Institution with or without notice, without liability to you, any other user or any third party. Institution reserves the right to terminate your account at any time and for any reason, including without limitation if Institution, in its sole judgment, believes you have engaged in conduct or activities that violate any of the Terms or the rights of the Service, or if you provide Institution with false or misleading registration information or interfere with other users or the administration of the Service. You may terminate your account with Institution at any time by using the online feature to unsubscribe. Alternatively, if you prefer, you can unsubscribe by sending a registered or certified

letter to Institution. Once your account with Institution has terminated for any reason, you will have no further right or access to use the Service, and Institution will not access your Third Party Accounts thereafter for any reason.

11. Links to Third Party Sites

The Service may contain links to other Web sites ("Linked Sites"). Such links are provided solely as a convenience for you. While Institution will attempt to select and provide links to Linked Sites that it believes may be of interest to its customers, Institution does not screen, approve, review or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Institution, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

12. Limitation of Warranty and Liability

YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS-IS." INSTITUTION ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. EXCEPT AS EXPRESSLY SET FORTH ON THE SERVICE, INSTITUTION DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY INSTITUTION FROM THE THIRD PARTY ACCOUNTS OR THAT THE SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. INSTITUTION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION RETRIEVED BY INSTITUTION FROM THE THIRD PARTY ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF INSTITUTION HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

You agree to indemnify, defend and hold harmless Institution, its affiliates, partners, officers, directors, employees, service providers, consultants and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorney's fees) arising from your use of the Service, Institution's reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, your violation of the Terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity.

14. Miscellaneous

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Third Party Accounts linked to the Service; and that you may rightfully authorize Institution to access the

Third Party Accounts. You understand that Institution is not responsible or liable if your financial institution's or any other provider of Third Party Accounts system "goes down" or if they have any system failures and we are unable to retrieve information on your behalf.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Institution's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Institution's right to subsequently enforce such provision or any other provisions of this Agreement. The most current version of this Agreement as it appears on the Service, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. This Agreement may be amended, or any of Institution's rights waived, only if Institution agrees in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by Institution. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Service, at Institution's discretion. All notices to Institution must be made in writing and sent to Institution via registered or certified mail. This Agreement is personal to you and you may not assign it to anyone. If either of us has any dispute or disagreement with the other regarding this Agreement that we cannot resolve amicably, both parties agree that the sole and exclusive remedy shall be binding arbitration in accordance with the then-current rules and procedures of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to its conflict of law provisions or your actual state or country of residence. Both parties shall submit to venue in Baltimore City, Maryland. Each party to this Agreement hereby consents to the jurisdiction and venue of the U.S. federal and Maryland state courts located in Baltimore City, Maryland.

If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

This Agreement shall be effective immediately when you click the I Accept button below.

Schedule "A" Service Charges

ACCESSonline and Online Bill Pay - Consumer

ACCESSonline Banking	No Charge
ACCESSonline Bill Pay (Next Day Delivery)	No Charge
ACCESSonline Zelle	\$ Fee Displayed Before Final Approval – if applicable
Same Day Bill Pay or Same Day Transfer to another Financial Institution. (Must be done before 11:00 am CST to process)	\$ Fee Displayed Before Final Approval

All fees and charges are exclusive of any applicable taxes or assessments. You agree to pay all applicable taxes or assessments which may be levied or assessed by any governmental or taxing authority for the services, supplies, or other materials provided by the Bank under this Agreement, except such taxes as may be based solely on the Bank's net income. If the Bank pays any such taxes or assessments, you shall immediately reimburse the Bank upon demand.

Refer to ACCESSbank's Checking and Savings and Additional Services and Fees Disclosures for a complete listing of other fees related to your account(s).

E-Statement Disclosure

Electronic Statements, including email notification, ("E-Statements") are provided by ACCESSbank ("Bank"). E-Statements allow you to replace your mailed (paper) statements with an electronic version (PDF) that you can view, save to your computer, or print at your convenience.

This Electronic Statement Terms of Use Agreement (Agreement) sets forth the terms and conditions for any use of E-Statements. The Bank reserves the right to add, modify or delete any terms and conditions at any time in its sole discretion. The Bank may terminate this Agreement at any time and for any reason without any advance notice.

By clicking the "I Have Read and Accept" button at the end of this Agreement, you agree to all the terms, conditions, and notices contained or referenced in this document and accept responsibility for the use of E-Statements. Please read the terms of this Agreement carefully before you accept them.

Customer Email

You understand and acknowledge that you will receive a notification that E- Statements and disclosures are available at accessbank.com via an email at the address you provide. ACCESSbank understands the security of your information and will not place any personally identifiable information or Internet links in the email. The email notifications are also subject to the terms and conditions of your Internet Service Provider. The delivery of your customer email may be delayed or prevented for many reasons. We do not guarantee the accuracy of the contents (except at the originating time) or the delivery of any email.

Email Address Change

Your email address may be changed while logged in to your online banking. Do this by selecting the "Options" button on the accessbank.com website and select the profile button under the email

banner and change your email address. For your protection and for security purposes, we will not accept any change of e-mail address notices via e-mail.

Eligible Accounts for E-Statements

All checking and accounts that have periodic statements are eligible for E-Statements.

Enrollment for E-Statements

To have access to E-Statements you must enroll by informing an ACCESSbank employee orally in writing or by enrolling through online banking. When you enroll for E-Statements, the Bank will no longer mail paper statements or images of canceled checks to you for accounts that have been enrolled.

Accessing E-Statements

Each month we will send an email notice to you advising you of the availability of your E-Statement. You may then access your statement via a link to our website using the procedures we authorize. You will be able to view at least the last 12 months of statements.

Hardware and Software Requirements

You will need Adobe Acrobat 7.0 or greater to view and print, and/or save your statement.

Canceling E-Statements

You have the right to withdraw your consent to receive E-Statements at any time by calling ACCESSbank or by notifying the bank of your request in writing. We will discontinue the service to you within 10 working days of receiving the form and you will then be mailed paper statements on your checking account.

Security

We use commercially reasonable safeguards, consistent with industry standards, to maintain a reasonable level of security over the information contained in the E-Statements. This security is contingent upon your responsible behavior in protecting your username and password. Unauthorized use of E-Statements or information accessed via E-Statements is strictly prohibited.

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your E-Statement for each of your ACCESSbank accounts as soon as you receive/access it. You agree to protect the confidentiality of your account and account number, and your user ID and password. You understand that your user ID and password by itself or together with information related to your account, may allow unauthorized access to your account. Data transferred via E-Statement is not encrypted. You acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from us, will not be monitored or read by others.

Your logon password is confidential information that should be known only by you. ACCESSbank will not, for any reason, ask for your logon password. If anyone contacts you and requests this information, contact us immediately. You are responsible for keeping your logon password confidential.

Joint Accountholders

If there is more than one owner on the account listed below, you will notify all account owners that paper statements will no longer be sent once the account is enrolled to receive E-Statements.

Laws and Regulations

The laws of the State of Nebraska shall govern this Agreement and all transactions hereunder.

If you need to obtain a printed copy of a statement that has not been mailed to you because you have enrolled to receive E-Statements instead, please call the Bank at 1-402-763-6000. Contact ACCESSbank with any questions at:

Telephone: 1-402-763-6000
Postal Mail: ACCESSbank
8712 W. Dodge Rd.
Omaha, NE 68114

Electronic Mail: www.accessbank.com/contact-us

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Samsung Pay is a registered trademark of Samsung Electronics Co., Ltd.

