

FIRST NATIONAL BANK IN ORD
ONLINE BANKING AGREEMENT AND DISCLOSURES
5-23

This Online Banking Agreement and Disclosure describes your rights and obligations as a user of the Online Banking service ("Services"). It also describes the rights and obligations of First National Bank in Ord, Ord, Nebraska. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

I. Definitions

The following definitions apply in this Agreement:

1. "Authorization Representative" refers to a person with authority (with respect to the account)
2. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer
3. "IPS" refers to your Internet Service Provider
4. "Online Banking" is the internet-based service providing access to your Bank account(s)
5. "Online Account" means the Bank account from which you will be conducting transactions using a Service
6. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service
7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account
8. "Time of day" references are to Central Standard Time
9. "User ID" is the Bank-generated identification code assigned to you for your connection to the Service
10. "We", "us", or "Bank" refer to Bank Name which offer the Services and which holds the accounts accessed by the Services and
11. "You", or "your" refers to the owner of the account or the authorized representative.

II. Access to Services

The Bank will **provide instructions** on how to use the Online Banking and Bill payment Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 6:00 p.m. CST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 8:00 a.m.

Banking Transactions with Online Banking

A. Account Access. You may access your personal accounts online. One of these accounts must be a primary checking account. Once you have selected your primary account you may select additional accounts including checking, savings, certificates of deposit or loan accounts.

B. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among checking accounts, savings accounts and money market accounts.

NOTE: Bank regulations limit preauthorized transfers, including Online Banking transfers. Please note: If there are **not sufficient funds** in the account, we **cannot complete** this transfer.

C. Additional Services. New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

III. Schedule of Fees

The Bank offers the benefits and convenience of the Online Banking Service to you free. Prior Bank approval is required for Bill Payment Service. The Bill Payment Service is free for the first three months. Thereafter, the Bill Payment Service will be a flat fee of \$4.95 a month, which includes 13 bill payments. All bill payments over 13 are an additional \$.40 each. The fee will be deducted automatically from your Bill Payment account. You are subject to a \$25.00 fee for payment claims fees, insufficient fund or stop payment orders for checks that you authorize with your Bill Payment Service.

IV. Statements

You will continue to receive your regular account statement electronically or paper statement via mail.

V. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password or User ID
- Do not leave your PC unattended while you are in the Bank's Online Banking Site
- Never leave your account information within range of others and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- Failure to safeguard passwords and account information will affect your liability in the event of a loss and any associated fees or costs.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 877-241-6735 between the hours of 9:00 a.m. 3:00 p.m. Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See Section XII)

If you believe your password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

VI. Electronic Mail (E-Mail)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

VII. Linked Accounts

All accounts with the Bank that you enroll in a service will be linked by the tax identification numbers of all persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user
- the accounts of any other business for which that person is an authorized user and
- any consumer accounts for which the person is a co-owner or authorized signer.

VIII. Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future and
- use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

IX. Term and Termination

Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

A. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:

1. you do not pay any **fee** required by this Agreement when due or
2. you **do not comply** with the agreement governing your deposit or loan accounts or your account are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

B. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final

charge for the Bill Payment service will be assessed at the end of your **statement cycle**. You may notify the Bank by one of the following methods:

- By calling 877-241-6735
- By writing a letter and either sending it to the following address: First National Bank, Attention: Internet Banking, 1411 M St., Ord, NE 68862 or giving it to a Customer Service Representative at any of the Bank's locations.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

X. Electronic Fund Transfer Provisions For Consumers

Applicability. These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions which are contained in Regulation E, or in other account disclosures delivered to you by the Bank. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

A. Your Liability. Your Liability for any unauthorized EFT or any series of related unauthorized EFT's was disclosed to you in the account disclosures and other account information delivered to you by the Bank.

B. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call 877-241-6735 or write us at: Electronic Banking Services Department, 1411 M St., Ord, NE 68862.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your Name and account number
2. A description of the error or the transaction in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

XI. Liability

Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will **NOT** be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has access to your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

A. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers,

employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

B. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

C. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XII. General Terms and Conditions

Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.

A. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

B. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

C. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement, may be sent to you electronically.

D. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make in accordance with applicable laws or regulations under the following circumstances:

- where it is necessary for the provision of Online Banking and for **completing transfers**
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- in order to comply with government or court orders, or other permissible reporting requirements
- if you give us your permission
- to the Bank affiliated companies.

E. Governing Law. This Agreement is governed by the laws of the State of Nebraska and applicable federal law.