

## Online Agreement and Disclosure

PLEASE READ: BY CLICKING "I AGREE", "SUBMIT" OR BY ACCESSING OR USING OUR WEB SITE YOU AGREE TO THESE TERMS AND DISCLOSURES. CLICKING "I AGREE" OR "SUBMIT" CONSTITUTES YOUR LEGALLY BINDING SIGNATURE. WE ARE RELYING UPON YOUR AGREEMENT IN MAKING THE SITE AVAILABLE. IF YOU DO NOT AGREE TO THESE TERMS AND DISCLOSURES, YOU MUST EXIT THE SITE. USING OUR WEB SITE AND THE SERVICES AVAILABLE THROUGH OUR WEB SITE IS OPTIONAL.

First State Bank - Online Access Agreement and Disclosure Revisions: February 1st, 2017

### INTRODUCTION

This Online Banking Agreement and Disclosure ("Agreement") discusses how you can use Online Banking ("Service") to obtain information about your accounts, to transfer funds between your accounts, to pay bills and to request certain other bank services. It also contains the terms and conditions governing the Service. This Agreement is a contract, which establishes the rules, which cover your electronic access to your accounts at First State Bank ("Bank") through the First State Bank Online Banking ("System").

When you access any of your accounts for the first time through the use of one or more of the services described below, you thereby indicate your consent to be bound by the terms and conditions of this Agreement. Please read and review it carefully. First State Bank recommends you print this agreement for your records. If you have any questions, or do not understand any terms of this agreement, please contact the bank prior to your use of the services.

The terms and conditions of the deposit agreements and disclosures for each of your First State Bank accounts as well as your other agreements with First State Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

Users of First State Bank Online should always check the agreement for revision date to ensure they have reviewed the most recent version of this agreement. First State Bank may modify our terms and conditions for use of this site at any time. Modifications will be summarized at the beginning of the document.

This Agreement is also subject to applicable federal laws and the laws of the State of Nebraska (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and First State Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and First State Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

### DEFINITIONS

As used in this Agreement, the following words have the meanings given below.

- "We," "our," "us," and "Bank" refer to First State Bank, the depository institution that holds one or more accounts accessed by the Service.
- "You" and "your" refer to the accountholder authorized by First State Bank to use the System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through the System.
- "Consumer" is used to refer to a natural person who owns an Eligible Account with respect to which an Online Financial Service is requested primarily for personal, family or household purposes.
- "Business" is used to refer to anyone other than a consumer who owns an Eligible Account with respect to which an Online Financial Service is requested.
- "Account" or "accounts" means your accounts at First State Bank.
- "Authorized representative" is used to refer to a person with authority of any kind with respect to an Eligible Account or an Online Financial Transaction.
- "Electronic funds transfers" means ATM withdrawals, First Touch Telebanking telephone transfers, preauthorized transactions, point of sale transactions, and transfers to and from your First State Bank accounts using the System.
- "The System Services" means the services provided pursuant to this Agreement.
- "Business day" - Unless otherwise defined by this Agreement or in an Exhibit, a Business Day is any day that Bank is operating and open for business. Saturdays, Sundays and selected federal holidays shall not be considered Business Days. You shall contact Bank to

inquire if a given Federal Holiday is determined by Bank to be a Business Day. All transactions, deposits, instructions and entries received by Bank on a day, which is not a Business Day, will be treated as if received on the next Business Day.

- **WAIVER OF REQUIREMENT FOR TWO SIGNATURES.** Principles recognize that any requirement of verifying two signatures on checks, if such requirement exists, does not apply to electronic or telephone transfers, and release Bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or telephonic transfers, including online bill payments for your account, even though that person's authority to transfer or withdraw funds from your account by some other means (i.e. by check) must be exercised jointly with one or more other persons.

#### Security and Protecting Your Account

First State Bank is strongly committed to protecting the security and confidentiality of our customer account information. First State Bank uses state-of-the-art technology in the ongoing development of its Online Banking Service to ensure this security. We use several different methods to protect your account information:

- You can only access Online Banking with certain browsers that have a high security standard.
- You must have a valid Access ID and Password to sign in.
- Only one password per Access ID is allowed.
- If no action is taken for 15 minutes, you will be automatically logged off Online Banking.

#### Your Responsibility You agree

- Not to give out your identifying information such as your PC Password to any other person. The Bank may rely on your Access ID to identify you when providing banking services to you.
- Never to leave your account information displayed in an area accessible by others.
- Never to leave your PC unattended while using Online Banking.
- To always exit the System by clicking on "Home/Exit/Log Off" in the upper left portion of the screen after using Online Banking.
- To notify First State Bank at 1.800.806.3684 immediately if you suspect that your Access ID or Password has become known to any unauthorized person.

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your First State Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and access ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, 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 Bank System, or e-mail transmitted to and from us, will not be monitored or read by others. Do not notify us via E-Mail of lost or stolen user ID's, passwords, or debit or ATM cards. Do not send transfer or payment requests via E-mail.

#### ONLINE ACCESS

Registration First State Bank account customers can register in person at any bank location or online, by selecting the "Accept" button at the end of this Agreement, indicating your acceptance to these terms and conditions. To register online, you must provide the following:

- One of your First State Bank account numbers (Checking, Savings, Loan or CD)
- Your First Touch Telebanking PIN (EBB)

Note: If you don't have a First Touch Telebanking PIN, please contact your local customer service representative or call us at 308.537.3684. A Customer Service Representative will assist you in establishing your Access ID

**Access ID** - You will be prompted to select an Access ID during your first online session through our online registration process. Your Access ID and Password identify and authenticate you to First State Bank when you use Online Banking. Access ID numbers may only be obtained by customers who have existing accounts with First State Bank.

**Your Password** - For security purposes, you are required to change your password upon your initial login to First State Bank Internet. First State Bank requires for your protection that your password be between 10 and 17 characters long and must contain at least one upper case letter, one lower case let, a number, and a special character. You determine what access ID and password you will use

and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the System will be revoked. To reestablish your authorization to use the System, you must contact us to have your password reset or to obtain a new temporary password.

- Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

You can change your Password online at any time in the options. If necessary, passwords can also be reset by calling Online Banking Customer Service at 308.537.3684. However, any password changed over the telephone will be "temporary" only, require an online reset at first use, and expire 30 days after issuance.

#### ONLINE BANKING E-MAIL COMMUNICATIONS

In general, communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information. We will not respond to account information related questions sent via Internet e-mail. You agree that we may take a reasonable time to act on any email.

Correspondence that requires expeditious handling -- for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to stop payment on a check you have issued, should be made by calling the Bank.

Unless you have instructed us otherwise, you agree that First State Bank may send you electronic messages about other products or services we offer. You also agree that we may respond to any electronic message that you send us by electronic mail, such as responding to any claim of unauthorized electronic funds transfer. Any electronic message sent to you by the Bank shall be considered as if it were sent by U.S. Mail, postage prepaid, and shall be considered received within three days of the date sent by the Bank, regardless of whether you sign on to the Service within that time frame.

#### SERVICE AVAILABILITY

Online Banking with First State Bank is available 365 days a year, 24 hours a day. However, at certain times, some or all of the Services may not be available due to system maintenance or reasons beyond Bank's control. Bank specifically does not warrant that the Services will be available at all times. During these times when Services are not available, you may use First Touch Telebanking, a bank ATM or a bank physical location (assuming you have applied for and been accepted to utilize such ATM and telephone services). You may use online banking to conduct the following account transactions: 1) obtain information concerning your deposit and certain of your loan accounts, 2) transfer funds between certain of your deposit accounts, 3) transfer funds from your deposit accounts to make payments on certain loan accounts with us, 4) transfer funds from your line of credit account to certain deposit and loan accounts, 5) request us to stop payment on checks, 6) reorder checks, and 7) request copies of checks and statements. Using the Bill Pay Service feature of online banking, you can direct that payments to third parties be made from an account that you designate. Your use of online banking to conduct these services is subject to the terms and limitations stated in this Agreement and the applicable instructions we provide you. We may introduce additional online banking services from time to time and will notify you as these new services become available. By using any new online banking services when they become available, you agree to be bound by this Agreement, any amendments to this Agreement regarding the new services, and any additional rules which we provide you concerning the new services. In addition, we may change or remove services as we revise or update online banking; in this case, we may terminate or modify this Agreement as to prior versions of online banking and limit access only to revised or updated services.

#### TRANSFER AND PAYMENT TERMS

##### Authorization

Each time you request us to make a transfer or payment using the Services, you authorize:

- Us to complete that transfer or payment without any further instructions or your signature; and
- The account-holding institution (which may or may not be us) to deduct the transfer or payment amount from the deposit account you identify (subject to restrictions our system imposes).

You may revoke your authorization only following the procedures (and subject to the limitations) in the paragraph on Discontinuing Transfers and Payments. Certain authorizations may not be revoked because we begin to process the request immediately. We are entitled to treat transfer and payment requests as if they were in writing and signed by you if you initiated by your User ID and password.

##### Transfers between Accounts with Us

You may use the Services to transfer money between certain accounts of yours with us (subject to relevant account restrictions). You may

use the Services to make "variable" or "recurring" transfers. A variable transfer is a transfer that is made on a one-time basis that is: (1) scheduled to pay on the same business day you request such transfer and such immediate variable transfer will be made immediately; or (2) scheduled to pay on a future business day from the business day you request such transfer and such future variable transfer will occur at the time of processing on that future business day. A recurring transfer is one for the same amount that is made on a weekly, bi-weekly, bi-monthly, monthly, quarterly, semi-annual, or annual basis. Once started, recurring transfers will be made automatically until you tell us to cancel the recurring payment and we have a reasonable opportunity to act. Please note that transfer dates will be automatically moved to the next business day if you request a transfer date that is not a business day or you request the transfer date to be on the same day as your request and you make such request after 06:00 p.m. Central Standard Time or on a day that is not a business day. DO NOT SEND TRANSFER REQUESTS VIA EMAIL.

#### Electronic Statements

We may make available an electronic statements program under which online banking customers may elect to receive their account statements through online banking. If you elect to receive electronic statements, you will receive an email notifying you that your current account statements are available for viewing. The e-mail will be sent to your current e-mail address on record with us, so please advise us of your current e-mail address. When available, your statements may be viewed in online banking and printed if you have a printer with appropriate printing software. You may be required to have additional software on your computer, such as Adobe®, in order to view the statements. After you elect to receive electronic statements, we may no longer send you statements. The electronic statements program, when available, is optional for online banking customers, and you will be required to agree to additional terms for the electronic statements program. This provision merely serves to describe the program.

**Bill Pay Service (payments from an account with us)** The Bill Pay Service (1stPayments) feature of online banking allows you to instruct us to pay bills designated by you in accordance with the instructions we provide you.

a. **Payment Instructions—In General.** In designating a payee for bill payment, you must provide us with detailed "payment instructions." The Service will prompt you for needed information. You authorize us to follow your payment instructions and to rely on the accuracy of all information you provide. We reserve the right to select the method in which to remit funds on your behalf to the payee. Payment methods may include an electronic payment, an electronic check payment, or a laser draft payment.

b. **Designation of Payees.** The Service may specify prohibited types of payments and payees, such as payments to payees located outside the United States, and payments made at your own risk, such as tax payments and court ordered payments. You are solely responsible for any claims or damages resulting from your scheduling of these types of payments or from any payments to prohibited payees, whether or not we make the payment, and even if the payment is delayed or improperly processed. We reserve the right to refuse to pay any person or entity to whom you may direct a payment. We will notify you promptly if we decide to refuse to pay a person or entity designated by you; however, we are not required to notify you regarding a prohibited payee or any payment prohibited under this Agreement.

c. **Payments.** 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. Although you can enter payment information through the Service twenty-four (24) hours a day, seven (7) days a week, payments can be initiated only on business days. Funds will be deducted from your Account on the business day on which a payment is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the following business day. After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated Clearing House) or by other means. Because of the time it takes to send your payment to them, your Payees generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a next-day payment, a future payment, or a recurring payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your Payees, the Transaction Date should be prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). In order for your payment to be on time, you should allow (i) two full business days from the payment date you specify for us to mail the payment; and (ii) whatever additional time is needed for the mail to be delivered to the party you are paying. Payments and transfers must be scheduled by the normal cut-off time of 6 p.m. (Central Standard Time) on any business day in order for the payment to be initiated for that business day. If your payment instructions do not meet all of these requirements, you bear the risk that the payee will not receive your payment by the payment due date, and you will be responsible for any and all late fees, penalties, finance charges and other actions taken by the payee.

d. **Bill Pay Account.** In your payment instructions, you must designate an account from which you will make payment for each bill you wish to pay using the 1stPayments Bill Pay Service ("designated account"). The Service will instruct you how to designate an account for a bill payment. You authorize us to charge the designated account according to your payment instructions. You agree that you will have funds available in the designated account for each payment on the payment date you have designated in your payment instructions;

please review your Deposit Account Agreement, the Funds Availability Disclosure and this Agreement regarding when funds are made available to your account, because funds are not always made available on the day of deposit or transfer. If you do not have sufficient funds in the designated account to cover the transaction, without notice to you, we will decide, in our discretion, whether or not to complete the transaction, and we may make additional attempts to debit your account for the amount. We also will debit associated service fees and charges (such as insufficient funds or "NSF" fees) in accordance with our agreements and policies. You are responsible and agree to reimburse us for all NSF and related service fees and charges, and you remain liable to us for all funds we have advanced plus applicable service fees and charges until we are paid in full. Availability of funds in other accounts will not prevent insufficient funds charges or rejection of a payment if you do not have sufficient funds in the designated account. If we are unable to complete the payment transaction for other reasons (such as incomplete or inaccurate information), we will attempt to notify you by e-mail or U.S. mail. We shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in the designated account to process the transaction or because of incomplete or inaccurate information, and you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Pay.

e. Limitations. We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur if you do not have sufficient funds in the designated account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, if you have not provided correct payment information, if you have been advised that the payment processing center is not working properly but you execute a transaction anyway, or for any other circumstances beyond our control.

f. Warranty Disclaimer. The Bill Pay Service is provided "AS IS" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. All implied warranties are disclaimed.

Transaction Limitations. For savings and money market accounts, federal regulations limit third party or pre-authorized transfers and withdrawals to six per statement cycle, no more than three of which may be made by check, draft, debit card, or similar order payable to third parties. Loan payments to us are not included in these limits. For security reasons, we may impose additional limits on the frequency, number, and dollar amounts of transactions you can perform using online banking. In addition, as noted herein, we reserve the right to refuse to pay any person or entity to whom you may direct a payment through online banking. We will notify you promptly if we decide to refuse to pay a person or entity designated by you; however, this notification is not required if you direct us to make any payment which is otherwise prohibited under your agreements with us.

#### Discontinuing Transfers and Payments

For recurring transfers between accounts: If you wish to cancel a recurring transfer, select the transfer you wish to cancel on your pending transfer list on our website. After you select the transfer you wish to cancel, you can choose the delete transfer cycle options. This will cancel the pending transfer and delete the future transfers in that transfer cycle. In addition, you can call us at the number in the "Contact Us" section of our website, or write to us at: First State Bank, PO Box 79, Gothenburg NE 69138. We must receive your request at least three business days before the payment date. Although we may attempt to honor cancel requests for variable transfers, we are not obligated for failing to do so. You may not discontinue transfers that are no longer on your pending transfers list.

For Bill Payment recurring payments: If you wish to cancel a recurring payment, you can select the payment you wish to cancel on your pending payments list on our web site. After you select the payment you wish to cancel, you can choose the delete payment cycle option. This will cancel the pending payment and delete the future payments in that payment cycle. In addition, you can call us at the number in the Contact Us section of our web site, or write to us at: First State Bank, PO Box 79, Gothenburg, NE 69138. We must receive your request at least three business days before the payment date. If you request us to cancel the recurring payment three business days or more before the payment date, and we fail to do so, we are liable for your losses or damages (applicable to consumer accounts only). You may not discontinue payments that are no longer on your pending payments list.

For Bill Payment variable payments: If you wish to cancel a variable payment, you can select the payment you wish to cancel on your pending payments list on our web site. After you select the payment you wish to cancel, you can choose the cancel payment option. In addition, you can call us at the number in the Contact Us section of our web site, or write to us at: First State Bank, PO Box 79 Gothenburg, NE 69138. We must receive your online request at least one (1) business days before the payment date, prior to 6 p.m. CST. Although we may attempt to honor cancel requests for variable payments, we are not obligated for failing to do so. You may not discontinue payments that are no longer on your pending payments list. For Transfers or Payments from a Deposit Account with Another Institution: You may not discontinue with us transfers or payments that you have initiated from a deposit account you have elsewhere to a deposit account or credit card account that you have with us.

DO NOT SEND REQUESTS TO DISCONTINUE TRANSFERS OR PAYMENTS VIA EMAIL.

## FEES AND CHARGES

- There are no monthly or transaction fees for accessing First State Bank Internet through this System.
- Fees separately disclosed to you in connection with your Eligible Account(s) will continue to apply when using the System.
- You are also responsible for telephone and Internet service fees you incur in connection with your use of the System.

## Overdrafts and (Order of payments)

If your use of online banking overdraws your account and the overdraft is not covered by an approved line of credit relating to the overdrawn account, you agree to make immediate payment to us of the amount of any such overdraft, together with related service charges. You also agree that we may charge the overdraft and related service charges against your other accounts with us to the extent permitted by law or by your Deposit Account Agreement, Transfers, and other Withdrawals) If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic fund transfers initiated through the System that would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic fund transfers initiated through the System that would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of System Transactions — The number of transfers from Bank accounts and the amounts, which may be transferred, are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## GENERAL PROVISIONS

You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the System. You agree and hereby authorize all of these transfers of information.

Periodic Statements — You will not receive a separate System statement. Transfers to and from your accounts using the System will appear on the respective periodic statements for your Bank accounts.

Change in Terms — We may change any term of this Agreement at any time. If the change would result in increased fees for any System service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer System. We will post any required notice of the change in terms on the Bank System web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic funds transfer System, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject System Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

Disclaimer of Warranty and Limitation of Liability — We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System Services provided to you under this Agreement. We do not and cannot warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of First State Bank and its affiliates exceed the amounts paid by you for the services provided to

you through the System.

**Your Right to Terminate** - You may cancel your System service at any time by providing us with written notice by postal mail or fax. Your access to the System will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate** - You agree that we can terminate or limit your access to the System Services for any of the following reasons:

- Without prior notice, if you have insufficient funds in any one of your Bank accounts. The System service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. If reinstated, the then current terms of this Agreement will control.
- Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- Upon reasonable notice, for any other reason in our sole discretion.

**Communications between First State Bank and You** — Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- E-mail: You can contact us by email at [web@1stStateBank.com](mailto:web@1stStateBank.com) (banking transactions through the System should not made via e-mail)
- Telephone: You can contact us by telephone at: 308.537.3684
- Facsimile: You can contact us by fax at 308.537.2292
- Postal Mail: You can write to us at:
  - First State Bank
  - Online Banking
  - PO Box 79
  - Gothenburg NE 69138
- In Person: You may visit us in person at any one of our locations. All locations are listed online at: <http://1stStateBank.com>

**Consent to Electronic Delivery of Notices** - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic funds transfer disclosures, may be made electronically by posting the notice on the Bank System web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

**Limitation of Liability and Disclaimer of Warranties** - The Bank's liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Eligible Account(s) and

**Online Access.**

This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. The Bank's liability for damages arising out of this Agreement will not exceed the aggregate fees paid by you to Bank as stated in this Agreement. In no event shall either party have any liability to the other party or any third party for any lost profits or costs of procurement of substitute goods or services or for any indirect, special or consequential damage resulting from or arising out of this Agreement. Notwithstanding the foregoing, in no event shall Bank be liable for any losses or damages resulting from:

- Your use of or access to (or inability to use or access) the services or any resources accessible through the services;
- Your reliance on any information provided via our website;
- Any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission;
- Services and/or data provided by your data processing vendor(s);
- Software defects in third party software not developed by or licensed from Bank;
- Resources, products and services provided by third parties but accessed through the Service (i.e. Internet links) are not our responsibility and we make no representation whatsoever about them. The fact that we have provided access to a third party resource, product or service does not mean that we endorse it.
- A virus, the prevention of which was beyond the reasonable control of Bank, or
- A third party gaining access to Bank's system and obtaining or altering data. [Bank is specifically not liable for failure of your operations or systems or any other entity's operations or systems

In no event will we have liability for direct, special, incidental, punitive or indirect damages, regardless of whether such damages arise in contract, tort (including negligence and strict liability) or otherwise, or for lost profits, business interruption, or loss of programs or data on your computer system, regardless of whether we knew of or should have known the likelihood of such damages in any circumstances thereof. We do not guarantee the security, privacy or integrity of information that you may transmit to us or receive from us over the Internet.

If you are dissatisfied with any aspect of our site or the services available via our web site, your sole and exclusive remedy is to discontinue access.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant Eligible Account;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other policy or procedures of First State Bank;
- We have reasonable cause not to honor for your or our protection.

Indemnification - Except as otherwise provided herein, you are solely responsible for the results of your use of the Services. You agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an Eligible account or the performance of Service. You or your authorized representative provide this indemnification without regard to whether our claim for indemnification is due to the use of the Service.

We are not responsible to third parties (such as, but not limited to, your customers) for your use of the Services. If a third-party claim is made against us arising out of your use of the Services or violation of this agreement, you agree to defend, indemnify and hold us harmless against such claim.

#### ELECTRONIC FUND TRANSFER PROVISION FOR CONSUMERS

The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). First State Bank may, when applicable, rely on any exception to the provisions in this section that are contained in Regulation E.

All terms not otherwise defined in this Agreement, which are defined in Regulation E, will have the same meaning when used in this section. In Case of Errors or Questions about Your Electronic Transfers - Contact us as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared in order to avoid liability for subsequent transfers. When you contact us:

1. Tell us your name and account number.
2. Describe the error or 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 contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in the form of a paper writing within 10 business days, we may not provisionally credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or questions. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.



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 within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our Liability for Failure to Make a Transfer** - If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed, or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device, or any part of the System electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- If you have not properly followed the on-screen instructions for using the System.
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers** — CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

- If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, your liability will not exceed the lesser of \$50 or the amount of the unauthorized EFTs that occur before notice to us.
- If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.
- Also, if your statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If your delay in notification was credited to extenuating circumstances, we may extend the times specified in the above paragraphs to a reasonable period.