



DIGITAL BANKING DISCLOSURE AND AGREEMENT

This Digital Banking Disclosure and Agreement (“Online Banking Disclosure”, “Disclosure”, and “Agreement”) sets forth the terms and conditions governing the use of First Nebraska Credit Union’s Digital Banking Electronic Services (“Service”), including:

1. E-Signature Consent;
2. Online and Mobile Banking;
3. e-Statement and e-Notices;
4. Bill Pay Service;
5. Person to Person (P2P); and
6. Remote Deposit Capture.

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at First Nebraska Credit Union (“FNCU”, “Institution”, “we”, “us” and “our”) via our Online/Mobile Banking site(s). As used in this Agreement, the terms “you” and “your” refer to each person authorized to conduct transactions on your account.

1. E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION THAT YOU ARE ENTITLED TO RECEIVE BEFORE YOU CONSENT TO RECEIVE ELECTRONIC DISCLOSURES AND TO TRANSACT BUSINESS WITH US ELECTRONICALLY VIA ONLINE OR MOBILE BANKING.

You are signing up to use FNCU’s Digital Banking Services. This E-Signature and Electronic Disclosures Agreement (“E-Sign Agreement”) applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by FNCU for all cardholders, authorized users, account owners, account signers, applicants, and any other person using these Services as a Sender or Recipient or registering to use these Services.

- a) **Agreement to Conduct Transactions by Electronic Means**
You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Credit Union you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile device with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.
- b) **Agreement to Use Electronic Signatures**
By clicking the Enroll button you are electronically signing this E-Sign Agreement and the Digital Agreement related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Digital Agreement documents just as if you had physically signed the same documents with a pen.
- c) **Agreement to Receive Disclosures Electronically**
You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or email.
- d) **Availability of Printed Copies**
We recommend that you print and retain copies of any of the E-Sign Agreement and Digital Agreement, or other related documents from your computer, mobile device or smart phone associated with all transactions utilizing the Service. There is no charge for you to download and print these documents.

- e) **Hardware, Software and Operating System**
The requirements for accessing our online systems to use these Services and access disclosures are as follows: You may use a computer, mobile device or smart phone to use these Services (except for Kindle and Kindle Fire). You must have a device that uses a supported version of one of the following browsers: Internet Explorer, Edge, Firefox, Chrome, or Safari. You may also use a mobile phone application developed for these Services if your mobile phone supports it. We may not support some older web browsers or mobile device systems, so if you are using an outdated version, you may need to update it in order to access Online or Mobile Banking Services. You are responsible for installation, maintenance, and operation of devices used to access this Service. Credit Union is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Credit Union is also not responsible for viruses or related problems associated with use of these online systems.

2. ONLINE AND MOBILE BANKING GENERAL PROVISIONS

Through Online Banking, you can manage eligible accounts from your home or office on a personal computer or mobile device. Online/Mobile Banking can be used to conduct any of the following “Online Financial Services”:

- a) **Transactions available.**
You may use your Online and/or Mobile Banking services to perform the following transactions:
 - Obtain balances and transaction histories on all eligible accounts
 - Transfer money between eligible accounts (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires);
 - Transfer money to make loan payments;
 - Advance funds from a Line of Credit;
 - Re-order checks;
 - View e-Statements; and
 - Pay bills (Bill Pay) to any merchant, financial institution or an individual with an U.S. address.

When setting up a transfer between credit union accounts, your transfer will be attempted on the day you request. If you fail to have the necessary funds in your specific account to complete the transfer, the transfer will fail and attempt every day in the future until either: you have enough funds to complete the transfer, you stop the transfer, or put the transfer on hold.

FNCU may, from time to time, introduce new Online Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

- b) **Assessing the Service.**
When you complete the Online or Mobile Banking enrollment process, you will establish a User ID, password, confidence word and security questions. You will use the same User ID and password to access the Online and Mobile Banking product. Each time you access the Service, you will be asked to enter your User ID, password, confidence word and/or answer one of three pre-answered challenge questions (case sensitive). The correct responses will give you access to the Service. If the incorrect password or answer to a challenge question is entered three times, your account will become locked out. If you get locked out and need your password reset, you will need to contact the credit union for assistance.
- c) **Hours & Availability**
Digital Services are generally available 7 days per week, 24 hours per day, but at certain times some or all elements of the Digital Services may be unavailable due to system maintenance or malfunctions. The Credit Union will make reasonable efforts to notify you in advance of service unavailability. However, the Credit Union is in no way liable for the unavailability of the system or and damage that may result from system unavailability.
- d) **Password and Challenge Questions**
Your password, confidence work and/or answering one of three pre-answered questions will give you access to Institution accounts and services via Online Banking. FNCU is entitled to act on any instructions it receives using your password and challenge question answers. For security purposes, it is recommended that you memorize your password and answers to challenge questions (case sensitive), do not write them down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password and answers to challenge questions can be changed at our Online Banking site. You are responsible for keeping your password, challenge question answers, and account data confidential. When you give someone your password and/or

answers to challenge questions, you are authorizing that person to use Online Banking and the Online Financial Services. You are responsible for all transactions performed using your password and challenge question answers, even if you did not intend to authorize them. In addition, fraudulent transactions initiated using your password and challenge question answers will be charged against your account(s).

d) **Restrictions**

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking or Online Financial Services. You may not gain, or attempt to gain, access to any Online Banking and/or Online Financial Service server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

e) **Fees**

There is currently no fee for Online or Mobile Banking. Text, data and other wireless carrier charges may apply when using a mobile device. You would be notified by email, account statement, mailing, and/or Online Banking log on screen at least 30 days prior to any fees no longer being waived for this service. For Bill Payment fees see "Bill Payment Service / Fees" below.

e) **Exporting to Quicken or Money** (versions 2005 or newer)

Due to added requirements and costs to use newer versions of Quicken and/or Money, the credit union has chosen not to participate in these programs. Since we offer this service free to the membership, the extra costs to maintain a system able to communicate with these programs would force us to charge a price for the product we do not see as beneficial to the credit union or its membership. These software companies have created this costly issue and many financial institutions have taken the stance our credit union has. If you are using a version of these products older than the 2005 versions, you are still able to download your data to their software.

3. e-STATEMENTS AND e-NOTICES

a) **e-Statements**

You may sign up for e-Statements if you wish to receive and view your periodic statement and other documentation Online or through our Mobile Ap. Your online statement may include the periodic account and transaction activity from your deposit and loan accounts. We will send you an e-mail whenever your statement is available for review, as well as a link to our website to access and view these statements. You will be able to access your statements for a period of 12 months. You also have the option to download or print documents for your future reference. You have the right to request and receive your statements in paper form, and you may withdraw your consent to receive online statements and documents at any time. You may do this through the e-Statement link in Online or Mobile Banking or contact the credit union for assistance. There are no fees or account restrictions for choosing to withdraw your consent for online statements.

b) **e-Notices**

You may sign up for e-Notices if you wish to receive and view any electronic notices Online or through our Mobile Ap. Your e-Notices may include overdrafts, certificate maturity, loan past due, payment reminders, change in terms, transaction notices and receipts. We will send you an e-mail whenever you have a notice available for review. You will access the e-notice through Online or Mobile banking. You also have the option to download or print documents for your future reference. You have the right to request and receive your e-notices in paper form, and you may withdraw your consent to receive e-notices at any time. You may do this through the e-Notice link in Online or Mobile Banking or contact the credit union for assistance. There are no fees or account restrictions for choosing to withdraw your consent for electronic notices.

4. BILL PAYMENTS

You may make payments through Bill Payment Service ("Bill Pay Service") to any business, person or professional ("Payee") that has an address which can be verified. Bill Payments ("payments") may be made only to Payees with a United States payment address. Bill Pay reserves the right to refuse to accept any bill payment transaction. Bill Payments for alimony, child support, taxes, government fees, or court ordered payments are not always accepted. You can make these payments, but Bill Pay Service do not guarantee that it will be accepted or posted in a timely fashion. You must do so at your own risk.

- a) Bill payments will be sent to the payee either electronically or by paper check mailed to the payee via the U.S. Postal Service. The choice of electronic or paper check is solely at the discretion of Bill Pay Service. Checks, electronic payments, and withdrawal orders of any kind can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect the amount of funds available to make your payment.
- b) When you schedule a bill payment transaction, you authorize FNCU to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, FNCU may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges that may be imposed, as stated in the FNCU's fee and disclosure statements. FNCU reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c) When a bill payment is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. However, payments should be scheduled at least five (5) business days before the business day on which a bill payment is due to ensure that Bill Pay Service has sufficient time to process and deliver the payment. Bill Pay Service or FNCU is not responsible for payment delivery delays caused by the U.S. Postal Service or for payment processing delays after the payee has received the payment. Any charges imposed as a result of your failure to transmit bill payment transactions at least five (5) business days before a payment is due are your responsibility. The Bill Pay Service or FNCU is not responsible for late charges, finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.
- d) Bill Pay Service may be used to authorize automatic recurring bill payments of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, quarterly or annual basis. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the **prior** business day.

ACH, Transfers, Person-to-Person, and other Electronic Payments

You may make other electronic payments through Bill Pay Service to any business, person or professional. Electronic Payments ("e-PAYMENTS") may be made only to Payees with a United States, if the necessary information needed for the delivery method is entered. Bill Pay Service or FNCU reserves the right to refuse to accept any e-PAYMENT transaction.

- a) e-Payments will be sent to the payee either electronically via Automated Clearing House or by some other electronic delivery method. The choice of delivery method is solely at the discretion of Bill Pay Service. Checks, electronic payments, withdrawal tickets or instruments can be drawn on your Account in any order. You should be aware that other transactions (such as ATM, telephone banking, on-line transfers or in-branch withdrawals) may affect your Account Balances
- b) When you schedule an e-Payment transaction, you authorize FNCU to reduce the Account balance accordingly. If the available balance in the Account is not sufficient to make payments you have authorized, FNCU may either refuse to pay the item or make the payment and thereby overdraw the account. In either event, you are responsible for any insufficient funds and overdraft charges that may be imposed, as stated in the FNCU's fee schedule. FNCU reserves the right to refuse to honor payment requests that may reasonably appear to be fraudulent or erroneous.
- c) When an e-Payment is scheduled, an estimated delivery date is given, based on the method of delivery being used to make the payment. All payments should be scheduled to allow 1 additional day beyond the estimated delivery date for the payee to post the payment. You are responsible for any charge that may be imposed as a result of your failure to allow for additional day. The Bill Pay Service or FNCU is not responsible for late charges, finance charges, interest, indirect, incidental, special or consequential damages related to the late payment.
- d) Bill Pay Service may be used to authorize automatic recurring e-Payments of repetitive bills. You may schedule recurring payments to be automatically initiated for a fixed amount on a weekly, biweekly, monthly, or quarterly. The day on which the payment is to be sent is referred to as the "Date/Recurrence." If the payment date/recurrence is scheduled for a non-business day, it will be processed on the previous business day.

Stopping Bill Payments or E-Payments

The following steps may be taken to delete or stop pending Bill Payments or e-Payments:

- e) **Deleting Payments.**
If you have scheduled a Bill Payment OR e-Payment and would like to cancel the payment, you must do so before the payment is processed. The time varies based on the settlement method being used for the payment. If you cannot access the on-line banking service to request that the payment be deleted, please contact the credit union for further assistance, prior to the cut-off time.
- f) **Liability for Failure to Delete a Payment.**
You cannot delete or cancel a payment after it has been processed. FNCU is liable, only if you notify FNCU at least one (1) business day or more before the scheduled payment date. Otherwise, FNCU is not responsible for any indirect, incidental, special or consequential damages, except to the extent such limitation of liability is not permitted by law.
- g) **Stopping Payments.**
Once the on-line payment has been processed, you CANNOT delete or stop Bill Payments settled electronically, or e-Payments. You may be able to stop a Bill Payment only if it has been paid by paper check. To stop an on-line paper payment, contact FNCU. Only FNCU will be able to stop the on-line check payment if the paper check has not cleared and is able to process the stop payment request before the check clears. To be effective, this type of stop payment request must precisely identify the name of the Payee, the Payee-assigned account number, payment amount and date you scheduled the payment to be processed. If you call, FNCU will also require you to put your request in writing and get it to FNCU within fourteen (14) calendar days after you call. The Credit Union will charge your account our regular fee for each stop payment order you give. FNCU will not be responsible for failing to act on a stop payment if you do not give FNCU the correct Payee information or if FNCU does not have a reasonable opportunity to process the stop payment order.

Bill Pay Returned Payments

- h) In using the Bill Pay Service, you understand that the Bill Pay Service and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the Bill Pay Service account number is not valid; the Bill Pay Service is unable to locate account; or Payee account is paid in full. The Bill Pay Service will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Bill Pay Service.

Bill Pay Liability

- i) You are solely responsible for controlling the safekeeping of, and access to, your password and answers to challenge questions. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Credit Union and arrange to change your password and/or reset your challenge question answers. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. FNCU is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. FNCU is not liable for any failure to make a Bill Payment if you fail to promptly notify the Credit Union after you learn that you have not received credit from a Merchant for a Bill Payment. FNCU is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the FNCU's agent. In any event, FNCU will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Credit Union has knowledge of the possibility of them. FNCU is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the FNCU's reasonable control.
- j) When you have scheduled a payment, you authorize the FNCU to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay Service.

Bill Pay Process

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

- k) You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,
- l) Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances;
- m) The payment-processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before the transaction is executed;
- n) You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Financial Institution. FNCU reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree that FNCU, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations.

Bill Pay Fees

- o) Certain types of checking accounts will incur a monthly fee (See current credit union Fee Schedule), charged at the end of the first full month in which you are signed up to access the Bill Pay service. Please review your account agreement and disclosures to see if these fees are applicable for your type of checking account. If you would like to review other checking account relationships available to you, please contact a credit union Financial Service Specialist.
- p) Additional charges for member requested services and other items may be assessed. (See current credit union Fee Schedule)
- q) Having access to the Bill Pay service entitles you to be able to make an unlimited number of monthly payments.
- r) There is NO charge for any item if caused by a Credit Union error. The Credit Union reserves the right to charge you for research time involving Bill payments no longer available in your screen history. You will be informed of any such charges before they are incurred.
- s) Some bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or received when you opened your account, which discloses important information concerning your rights and obligations.

Bill Pay Responsibility

- t) Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough funds available in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or Online Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or Online Financial Services; (ix) you knew that Online Banking and/or the Online Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delays; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

Bill Pay Amendment and Termination

The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

5. PERSON TO PERSON (P2P)

These Terms of Use set forth the terms and conditions under which the P2P Service is offered. The P2P Service allows a Sender to transfer funds to a Recipient through electronic means. These Terms of Use affect your rights, you should read them carefully.

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. Credit Union or its P2P Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

Any Account accessed through the P2P Service is also subject to the terms and conditions of your Account ("Account Disclosures"). You should review the Account Disclosures carefully, as they may include transaction limitations and fees that might apply to your use of the P2P Service.

a) Definitions

"Account" or "Accounts" refers to any accounts that may be debited or credited with funds under these Terms of Use.

"Recipient" means the cardholder to whom the Sender transfers funds.

"Sender" is the Credit Union Cardholder that transfers funds to another person through the Service.

"P2P Service" means the P2P service powered by Acculynk that allows a Sender to send funds to Recipient.

"P2P Service Provider" is Acculynk a company that arranges for person-to-person payments to customers of any U.S. financial institution.

"Site" is the Service Provider's electronic location accessed by a user through a mobile phone, computer or other access device.

"Transfer" means an electronic movement of funds from an account at Credit Union to an account of another party by means of the Service.

"Transfer Instructions" are the information that you provide when using the Service.

"Us," "We," and "Our" means Credit Union.

"You" and "Your" mean each person who applies or registers to use the Service and each person who uses the Service, including both the Sender and Recipient of a Transfer.

b) Description of Service and Consent

Credit Union debit cardholders may send one-time Transfers to Credit Union members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone. You may register for the P2P Service which will make future Transfers more convenient for you. To use this Service you are providing information to our P2P Service Provider from your mobile phone, desktop, laptop, or other computer. The P2P Service Provider is a vendor of Credit Union.

By participating in the P2P Service, you are representing to the Credit Union that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or email address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the Transfers and represent to the Credit Union that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

c) Eligibility

Individuals aged 18 years and older with a debit card issued by Credit Union are eligible to use this P2P Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this P2P Service to receive funds that are transferred by the Sender. The P2P Service is not offered to individuals under the age of 18. Other restrictions and eligibility requirements apply as described in this Agreement or other disclosures. Credit Union does not knowingly collect any personal information from or about individuals under 18 years of age. Please do not submit such information to the Credit Union, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. By using the Site or the P2P Service, you represent that you meet these requirements.

d) Transfers

You may make one-time Transfers by entering your debit card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the P2P Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both Credit Union members enrolled in the P2P Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the P2P Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Credit Union is not responsible for any failure of another financial institution to timely credit its customer's account.

You acknowledge and agree that Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E, (collectively, the "Rules"). The parties agree to be bound by such Rules as in effect from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Credit Union or the third party institution, which holds the account, has finally settled such credit.

It is the responsibility of the Sender and Recipient of funds to provide accurate information. You agree that you as Sender are authorized to withdraw or as Recipient are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize the Credit Union, directly or through third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

You authorize the Credit Union to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA

e) Sender Acknowledgment

By using this Service you, as the Sender, authorize the sending of an email or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the email message at the email address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the email or text message and acts upon the email or text message you provide. Your funds may not reach the intended Recipient because of errors made by the Sender or Recipient and you could lose all the funds. The funds that are credited to the account cannot be recalled by us. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Sender's instructions. Furthermore, we may reject any Transfer request and may terminate your use of this P2P Service for any reason including attempting insufficient funded Transfers.

f) Recipient Acknowledgment

By using this Service you as the Recipient are confirming that you are the person to whom the Sender intends to transfer funds. As the Recipient, you will be asked to provide your debit card information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the Automated Clearing House.

It is important that you enter accurate information. You agree that Credit Union, the receiving financial institution and our P2P Service Provider may rely solely on the instructions you provide. If you enter inaccurate cardholder or account number information the funds may be deposited into another person's account. You acknowledge that the financial institution may make the deposit based on the account number or card number you provide even if those numbers do not correlate to the name that you provide. Retrieval of these funds will be the Recipient's responsibility to work with the financial institution to which the funds were sent. You may lose all the funds that were transferred. The funds that are credited to the account cannot be recalled by us.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

By using this P2P Service you agree that you are the intended recipient of the email or text message and that you are the intended recipient of the funds. If you are not the person to whom the funds are intended then you agree to take no further action. You understand that it is a federal felony to use another person's identification with the intent to commit unlawful activity. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, Credit Union reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

g) Fees and Limitations on Transfers

You may transfer up to **\$250.00** per transaction. The Credit Union may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; a separate fee is charged for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the debit card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees. The receiving institution may have limits on the number and type of Transfers allowed. Your financial institution may also charge a transaction fee.

h) Timing of Transfers

Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

i) Issues Affecting the Posting of Transfers

You authorize us to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the Credit Union to credit your Account using card networks/switches or NACHA.

Other events may affect the timing or success of a Transfer reaching the intended Recipient. Such events may include, but are not limited to, errors made by the Sender or Recipient in entering information, inaccurate account or card number information, delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. The receiving institution may choose not to post the Transfer or to delay posting the Transfer. Neither the Credit Union nor the P2P Service Provider is responsible for any delays in the Transfer of funds or the posting of funds to the Recipient's Account. You may have certain rights and responsibilities regarding the failure to timely post transactions and you are encouraged to pursue dispute resolution with the receiving financial institution.

Financial institutions have rules and regulations that govern their accounts. Some of these regulations may not allow a POS or ACH transfer of funds. You are responsible for ensuring that these types of Transfers are allowed for the Account that you specify. For example, an IRA may not allow electronic transfers directly into the Account. We are not responsible for any action or lack of action taken by the financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

j) Security

The Sender and Recipient of funds may choose to register for this P2P Service to simplify their future use of the P2P Service. They will be asked to create a username and password and you are responsible for keeping them secure. We will not ask you for your password.

If the financial institution contacts us or our P2P Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

k) Cookies, Browser Information and Related Issues

When you visit the Site, the P2P Service Provider may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other information. This data may be used, among other uses, to improve the operation of the Site and to improve the security of the Site and P2P Service by assisting in "authenticating" who you are when you access the Site or Service, particularly if you register for the P2P Service and are issued or create a username and password.

The P2P Service Provider may also receive additional information about your visit to the Site, including the pages you view, the links you click and other actions you take in connection with the Site and the P2P Service. This data may be used, among other uses, to improve the operation of the Site and the Service.

Like most websites, the Site also uses "cookies," which are small data files placed on your computer or other device by the web server when you visit the Site. Most such cookies are "session" cookies that are only used for a specific period during which you are on the Site, but a few are "persistent" cookies that stay on Your hard drive and are read by the web server when you return to the Site (unless you erase them). The Site uses cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same information and to display your personalized content on your later visits to the Site. These cookies are linked to personal information about you, such as your email address. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in or use other interactive features of the Site that depend on cookies.

You may encounter the P2P Service Provider's cookies or pixel tags on websites that we do not control. For example, if you view a web page created by a third party or use an application developed by a third party, there may be a cookie or pixel tag placed by the web page or application.

l) Access to Information about You

You may review and update the personal information maintained about you in the "Manage Account" section of the Site at any time to ensure that it is accurate.

Once you close your Accounts with the Credit Union or you no longer have a debit card, you may no longer send Transfers. However your Account information will be maintained for a retention period to accommodate any residual issues that may arise.

6. REMOTE CHECK DEPOSIT END USER LICENSE AGREEMENT

In this Disclosure and Agreement, the words “I,” “me,” “my,” “us” and “our” mean the (consumer) that applied for and/or uses any of the Remote Deposit Capture Services (the “Services”) described in this Disclosure and Agreement. The words “you,” “your,” and “yours” mean (FNCU). My Application for use of the Remote Deposit Capture Services, your notification of approval of my application, and my (FNCU) (Account Agreement and Terms and Conditions Disclosures) are hereby incorporated into and made a part of this Disclosure and Agreement. In the event of a discrepancy between this Disclosure and Agreement and my Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

- a) **Use of the Services.** Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the “Account”) by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this Disclosure and Agreement. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

- b) **Check Requirements.** Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include: **For Remote Deposit to FNCU Account # XXXXX and your full signature.** The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- c) **Rejection of Deposit.** You are not liable for any service or late charges levied against me due to your rejection of any item. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.
- d) **Items Returned Unpaid.** A notice will be provided to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.
- e) **Email Address.** I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.
- f) **Unavailability of Services.** I understand and agree that the Services may at times be temporarily unavailable due to the Financial Institution’s system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or by mailing the original check to you at FNCU, 10655 Bedford Avenue, Omaha, NE 68134. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items that are rejected by the 2nd business day following rejection.
- g) **Business Days and Hours.** Monday – Friday 8:30 A.M. to 5:30 P.M. CST

- h) **Funds Availability.** I understand and agree that, for purposes of deposits made using the Services, the place of deposit is Omaha, Nebraska. With regard to the availability of deposits made using the Services, such funds will be subject to FNCU’s current Funds Availability Policy. Remote deposit capture items will be treated the same as a paper check deposit with respect to the Funds Availability Policy.

- i) **Internal Controls and Audit.** I understand and agree to adhere to the Internal Controls as described in this agreement and further detailed within this section:

- 1) I will retain each Check for a reasonable period of time, but in no event fewer than 30 days after such Check has been digitized and processed.
- 2) I will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to FNCU as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.
- 3) I shall store retained Checks securely and establish security procedures that limit access to retained Checks.
- 4) After my retention period has expired, I shall destroy the Check(s) using cross shredding or a destruction method of similar quality.
- 5) I shall take reasonable measures to protect against unauthorized access to or use of Consumer Information in connection with the storage and/or destruction of the Checks.

- j) **Accountholder’s Warranties.** I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

- 1) Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) I will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
- 5) I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- 6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
- 7) The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
- 8) I have not knowingly failed to communicate any material information to you.
- 9) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.
- 10) I will install the Services in accordance with any instructions from you and will install and implement any changes and upgrades to the Services as you may require.
- 11) I understand and acknowledge that I am responsible for having adequate telecommunications and Internet access. I further agree at all times to maintain reasonable network and device security. I agree to maintain network security that conforms to generally recognized information security industry standards and best practices.
- 12) I will promptly examine account statements as soon as they are received and notify you of any errors in accordance with the account agreement.

- k) **Securing Images on Mobile Devices.** I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

I shall establish and maintain security procedures to ensure that Electronic Items transmitted to FNCU are intact, secure, and confidential until received by the Credit Union. If you provide minimum security procedures in addition to those in the Agreement, I agree to abide by those security procedures. In any event, I shall limit access to any PINs, passwords, user ID's, or other codes (collectively "Password") and equipment to persons authorized to act on the account under the Account Agreement. I shall change any Passwords periodically.

I shall notify you immediately if I have reason to believe the security of any information transmitted under the Services has or may have been breached. FNCU may deny access to the Services without prior notice if, in your sole discretion, it believes it necessary for security reasons. You may elect, at your sole discretion, to verify the authenticity or content of any transmission by contacting any authorized signer on my Account or any other person designated by me for that purpose.

- l) **Accountholder's Indemnification Obligation.** I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this Disclosure and Agreement. I understand and agree that this paragraph shall survive the termination of this Agreement.
- m) **In Case of Errors.** In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach.
- n) **Limitation of Liability.** I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this Disclosure and Agreement.
- o) **Charges for Use of the Services.** All charges associated with the Services are disclosed in the First Nebraska Credit Union Fee Schedule. I may obtain a copy of the current Fee Schedule by contacting you directly.
- p) **Warranties.** I understand that FNCU does not make any warranties on equipment, hardware, software or Internet Provider Service, or any part of them, expressed or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. FNCU is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Internet Provider, any related software, or FNCU'S use of any of them or arising in any way from the installation, use, or maintenance of my personal computer hardware, software, or other equipment.
- q) **Change in Terms.** You may change the terms and charges for the Services indicated in this Disclosure and Agreement at any time and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.
- r) **Termination of the Services.** I may, by written request, terminate the Services provided for in this Disclosure and Agreement. You may terminate my use of the Services at any time. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.
- s) **Relationship to Other Disclosures.** The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the Account.
- t) **Governing Law.** I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the Nebraska, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the Nebraska.
- u) **Periodic Statement.** Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than 60 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.
- v) **Limitations on Frequency and Dollar Amount.** I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you. This information will be communicated to me

at the time my application is approved.

- w) **Unacceptable Deposits.** I understand and agree that I am not permitted to deposit the following items using the Services:
- 1) Any item drawn on my FNCU account.
 - 2) Any item made payable to a person(s) not listed as an owner on my account.
 - 3) Any item that is stamped with a "non-negotiable" watermark.
 - 4) Any item that contains evidence of alteration to the information on the check.
 - 5) Any item issued by a financial institution in a foreign country.
 - 6) Any item that is incomplete.
 - 7) Any item that has been written with an issue date more than 6 months in the past. (These items are referred to as stale dated items)
 - 8) Any item that has been written with an issue date in the future. (These items are referred to as post-dated items)
 - 9) Savings Bonds
- x) **Confidentiality.** I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this Disclosure and Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.
- y) **Waiver.** The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.
- z) **Relationship.** This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.

ADDITIONAL TERMS AND CONDITIONS

Electronic Mail (Email)

Sending an email is a very good way to communicate with Institution regarding your accounts or the Online Financial Services. However, your email is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any email to Institution. To send a secure message to FNCU use the Message feature within Online or Mobile Banking. You cannot use email to initiate Online Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your email.

Disclosure of Information

Information submitted to Institution or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Institution or prohibited by law.

Links to other Sites

Information that Institution publishes on the online or mobile banking site or FNCU website may contain links to other sites and third parties may establish links to FNCU's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Virus Protection

FNCU is not responsible for any electronic virus that you may encounter using Online Banking or Online Financial Services. We encourage you to routinely scan your computer and removable media using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

Termination

- a) This Agreement and your use of the Service and Application may be immediately terminated if your use of the Service is in a manner that violates any term of this Agreement or any other applicable agreement between you and us.
- b) Upon termination of this Agreement you: (a) acknowledge and agree that all licenses and rights to use the Service and Application shall terminate; (b) will cease any and all use of the Application; and (c) will remove the Application from all computing devices, hard drives, networks, and other storage media in your possession or under your control.

Legal Compliance and Export Restrictions

You represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Service and Application may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable US and foreign laws that apply to us as well as end-user, end-use, and destination restrictions imposed by U.S. and foreign governments.

Damages and Warranties

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the Online Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus(es) Customer may encounter after installation of such software or use of Online Banking or the Online Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Online Banking and the Online Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the Online Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the Online Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the Online Financial Services, or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ONLINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

Indemnification

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

Additional Remedies

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer. Termination and Changes in Terms Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Nebraska, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Douglas County, Nebraska, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

Assignment

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

Waiver

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law. I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.

Effective Date: 11-1-2019