

INTERNET BANKING SERVICE AGREEMENT

I. Terms and Conditions for Consumer Online Banking

A. Introduction

This Internet Banking Service Agreement ("Agreement") governs the use of Security National Bank of Omaha's Online Banking System, SNBconnect (the "Service" or "Services"). The Services allows you to perform a number of banking functions through the use of a personal computer, mobile access device, and the Internet. This Agreement establishes the terms and conditions for electronic access to the Internet Banking System ("System"). When you use any of the Internet Banking Services described in this Agreement, you agree to the terms and conditions of this Agreement.

For purposes of this Agreement, the words "we," "our," "us," "Bank" and other similar terms mean **Security National Bank of Omaha**. "You," "Your," "User," "Customer," "Company" and other similar terms refer to the account holder named below and anyone else authorized by that account holder to exercise control over account holder's funds through the System. "Account" or "accounts" means your accounts at the Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Bank accounts (including Bill Payment) using the System.

If you are an individual, then you agree to use our Services for consumer transactions only. If you are not an individual, including, but not limited to, a sole proprietor, corporation, partnership, limited liability company, unincorporated business entity or association, then you agree to use our Services for non-consumer transactions only. A "consumer transaction" means the use of our Services to electronically transfer funds to or from a consumer account. A "consumer account" is an account of yours that is established primarily for personal, family or household purposes.

A "non-consumer transaction" means the use of the Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes (to the extent allowed by law): (i) any transfer of funds through Fedwire or a similar wire transfer system; (ii) any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity; and any other use of the Services if the use is not covered by the Electronic Fund Transfer Act and its implementing Regulation E. **If you use the Services for a non-consumer transaction, you will be subject to the terms and conditions of our business banking online agreement.**

B. Other Agreements

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

C. Access Requirements

To use the System you must have at least one account at the Bank and acquire one or more of the following access devices:

Computer hardware and software required to access the System, World Wide Web access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, firewall, anti-virus software, anti-spyware software and a valid e-mail address required to access the System.

The System can be used to access only the Bank accounts which you have designated for access by the System. You can add, change or delete any of your Bank accounts or User access by completing a Change Form. Access to your accounts through the System will be based upon the identification of users and authority levels assigned at account opening. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

D. Enrollment and Usage

Enrollment access is based upon the type of custodial account arrangement you have with the Bank:

1. Individual Accounts. Persons with individual accounts may also access joint accounts for which they are an owner.
2. Joint Accounts. Both account holders may enroll separately and each will have his or her own separate "Agreement". Each such joint account holder is subject to separate fees as applicable. You are liable for all transactions that you, or any other user that you provide your User ID, Password and Authentication Method, in addition to other User IDs, Passwords and Authentication Methods issued to joint account holders, even if the person(s) you authorize exceeds your authority.

E. Your Responsibility When the User ID, Password and Authentication Method are Used

In your electronic communications with us, you must use your User ID, Password and Authentication Method to initiate a secure System session with us. You may then use the tools provided by us within the System.

When we commence your ability to access the System, we may establish access for you by using a temporary Password. You will be required to change your Password upon your first login and periodically thereafter. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent the Bank.

Your Password must be at least **8 - 14** characters in length and consist of at least one number, one uppercase letter, one lowercase letter, and one special character for purposes of security. 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.

We are entitled to act upon instructions we receive with respect to the Service under your User ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your User ID, Password and Authentication Method. We have no responsibility for establishing the identity of any person who uses your User ID, Password and Authentication Method. You agree that if you

give your User ID, Password and Authentication Method to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your User ID, Password and Authentication Method will have access to the Service.

You agree to take appropriate steps to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued to its agents, representatives, employees or officers are protected and kept confidential. In your review of the System, including those aspects of the System pertaining to the issuance, use, and protection of User ID's, Passwords, Authentication Methods and security procedures, you agree to notify the Bank in the event your use of the System would necessitate or be better served by a level of security that exceeds that offered by the System. If you fail to notify the Bank, you acknowledge and agree that the security aspects of the System are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

You agree to indemnify and release the Bank from any and all liability, and agree not to make any claim against the Bank or bring any action against the Bank, relating to its honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the System, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of System services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, through the use of the System, the Service used in conjunction with your User ID, Password and Authentication Method, you authorize the Bank to complete the transaction. Any requests or instructions we receive from you through the System using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your User ID, Password and Authentication Method.

Your access to the System will be blocked in the event your User ID, Password and Authentication Method is entered incorrectly. If your password is entered incorrectly on **three** consecutive attempts, you may either click on the "Forgot Your Password?" link and have your password mailed to the email address we have on file or you can contact our help desk at (402) 449-0987. If you enter any of your security questions incorrectly on **three** consecutive attempts, you must contact our help desk.

F. Data Protection

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your periodic statement for each of your 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 User ID, Password and Authentication Method 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 System transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure 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 can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

G. Services

You can use the System to access these Services:

1. View current balance information on your Bank accounts;
2. View Bank account history;
3. Transfer funds between your accounts;
4. Make on-us loan payments;
5. View check images;
6. Make stop payment requests;
7. Export history information in a Quicken, QuickBooks, or spreadsheet format;
8. Pay bills;
9. Pay People;
10. Use mobile banking; or
11. View Account eAlerts
12. Access your Security National Bank credit card activity.

Some of the Services may appear on your screen that have not been approved for you and, therefore, will not be available to you. Also, the Bank may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

Information shown on the System is generally up to the minute. The available account balance may include deposits still subject to verification or other items memo posted to the account (e.g., debit card activity) and may not include outstanding checks or credits. The current balance is a count of items posted to the account. Transfers initiated through the System may not result in immediate availability because of the time required to process the request. Please contact us if you have further questions.

H. Posting of Transfers

Transfers initiated through the System before **6:00 PM** on a business day are posted to your account the same day. Transfers completed after **6:00 PM** or on a non-business day will be posted on the next business day. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your accounts in order to avoid overdrafts.

I. Stop Payment

You may initiate stop payment requests online via the System only for paper checks you have written (non-electronic) on your Bank accounts. The System allows you to: (1) place a stop payment order request of up to six (6) months in duration; or (2) determine the paid status of a check. If you use the Services stop payment feature, then you must follow the procedures and specification described in this Agreement.

The cut-off time for us to receive a stop-payment request is **6:00 PM** on a business day and a stop payment request received after that time or on a non-business day will be processed on the next business day. You must provide the Bank with complete and accurate information in a timely manner on: the account number, the date of the item or check; the item or check number; the EXACT amount of the item or check (dollars and cents); the payee name and the reason for the stop payment. If any information is incomplete or incorrect, the Bank will not be responsible for failing to stop payment on the item or check. The Bank shall have no responsibility to determine the accuracy of such information. The Bank is not responsible for stop payment requests received for items or checks that have already cleared or been paid from your account. The Bank may provide you notice of the actual stop payment of a check by making such information accessible to you online via the System. Stop payment orders are effective for only six months unless renewed by you prior to expiration of the original order. From time to time, Services may be inoperable. If that occurs, your request can be communicated to the Bank by telephone instructions.

You agree to indemnify the Bank against any loss for the amount of said check and all expenses, costs and consequential damages, if any, incurred by the Bank because of refusing payment pursuant to your stop payment order. You agree not to hold the Bank liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by you are returned insufficient. You agree that any stop payment placed on any check issued on your accounts designated on the Internet Banking Enrollment Form may be relied upon by the Bank to have been placed by an agent of you duly authorized to place the stop payment, and the Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.

We currently impose a stop payment fee for each stop payment request on a check or item. Please refer to our most recent fee schedule regarding stop payment fees. This fee will be deducted from the account which the check or item was initiated or drawn on. Stop payment order on a Bill Payment will depend on the payment method and whether or not a check has cleared. To stop payment on a Bill Payment see "Bill Payment" below.

J. System Bill Payment and Person-to-Person (P2P) Payments

You agree to be bound by the Terms and Conditions of the bill payment service and PopmoneySM, provided by CheckFree our third party service provider, that you agreed to when you accessed bill pay through our website. The terms and conditions may be updated without notice. A link to the bill payment and Popmoney terms and conditions is located on the bottom of our Bill Pay website.

K. Mobile Banking

You agree to be bound by the Mobile Money Services Addendum and Supplemental Terms and Conditions for Mobile Money Services, provided to you at the time you activate your Mobile Banking service through our website.

L. Online Banking Automatic Notifications and eAlerts

You agree to receive automatic notifications delivered by email, text, or through online banking eAlerts regarding password resets/changes, information regarding bill payments, or any scheduled changes or modifications that may affect the availability or function of your online banking account.

You also have the option to choose eAlert messages that are specific to your accounts. These alerts can provide, but are not limited to, account balance notifications, transactions posting to any of your accounts, or marketing messages from us regarding special offers or new products. Each eAlert has different options available, and you will be asked to select from among these options upon activation of your eAlerts service.

There are no fees associated with setting up or cancelling any eAlert specific to your online banking account. We may add new automatic and user selected eAlerts from time to time, or cancel old eAlerts. We usually will notify you when we cancel any eAlerts template, but are not obligated to do so.

Automatic notifications and user selected eAlerts will be sent to the email address you have provided as your primary email address for Online Banking or to your online account. You can also choose to have eAlerts sent to a secondary email address, including a mobile device that accepts text messages. If your email address or your mobile device's number changes, you are responsible for informing us of that change. While the Bank does not charge for the delivery of the eAlerts, please be advised that text or data charges or rates may be imposed by your mobile carrier. Changes to your primary and secondary email addresses will apply to all of your alerts.

Because alerts are not encrypted, we will never include your full account number. However, alerts may include your name and some information about your accounts. Depending upon which eAlerts you select, information such as your account balance or the due date for your credit card payment may be included. Anyone with access to your email will be able to view the contents of these alerts.

You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.

You also understand that if you fail to login to your online account for a period of six months, your online banking account login will be suspended and any user selected eAlerts will be discontinued. Upon reactivation of your online account, you will need to reset all user selected eAlert options.

M. Credit Card Activity

You agree to be bound by the Terms and Conditions of Security National Bank Online Access provided to you on the credit card activity home page. The terms and conditions for Online Access may be updated without notice.

N. Overdrafts (Order of Payments, 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:

1. Electronic funds transfers involving currency disbursements, such as ATM withdrawals, will have priority;
2. Electronic fund transfers initiated through the System which would result in an overdraft of your account may, at our discretion, be cancelled; and
3. In the event the electronic fund transfers initiated through the System which 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.

O. Business Days

For purposes of this Agreement, our business days are **Monday** through **Friday**, excluding Federal holidays..

P. Contact in Event of Unauthorized Transfers

If you believe that your User ID, Password or Authentication Method has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at **(402) 449-0987**, or write to us at P.O. Box 31400, **Omaha, NE 68131**.

Q. Limitations on Transfers

We reserve the right to limit the types and number of accounts eligible for the Services, including the right to refuse to make any transactions you request through the Services. In addition to the limitations elsewhere described in this Agreement, there are frequency limits that apply when transferring funds from a passbook savings, statement savings, or a money market account. Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including transfers you request using the Services - from these types of accounts. You may make a maximum of six transfers and withdrawals, or a combination of such transfers and withdrawals, per calendar month or statement cycle (or similar period) of at least four weeks, to another account (including a transaction account) of yours at the Bank or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by the depositor and payable to third parties. If you exceed these limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account. Each transfer or payment you request through the Services from these types of accounts is counted as one of the six transfers you are permitted each monthly cycle. However, payments to your loans at the Bank are not counted toward this limit. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. 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 being held until the hold expires.

R. Confidentiality

We will disclose information to third parties about your account or the checks you deposit:

1. When it is necessary for completing deposits, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court orders, or
4. If you give us written permission.

S. Additional Disclosures

In addition to the above paragraph regarding confidentiality, 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.

T. Communications

Sending an e-mail through the Service is one way to communicate with us. However, you agree and acknowledge that e-mail is not a secure method of communication. You should not send an electronic mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request Services provided through the System. You agree not to send an e-mail or text message while driving, or in any other manner that could be considered illegal.

Do not send account, transaction or confidential information via e-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an e-mail, it will be deemed to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails. At no time will we ask you for confidential information by e-mail.

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. E-mail. You can contact us by e-mail at info@snbconnect.com. (Please note that banking transactions through the System are not made via e-mail.)
2. Telephone. You can contact us by telephone at **(402) 449-0987**.
3. Facsimile. You can contact us by fax at **(402) 346-0987**.
4. Postal Mail. You can write to us at:

**Security National Bank
Attn: Deposit Operations
P.O. Box 31400
Omaha, NE 68131**

5. In Person. You may visit us in person at any one of our locations.

You acknowledge and agree that as an authorized user of the System, all information provided to us from you in connection with your use of the Services is current, complete and accurate. In addition, you agree that we may send you e-mails, and or by any other methods, of communications relating to the Services (with an opportunity to opt-out).

U. Contacting Bank Via E-Mail

Sending an e-mail through the System is a convenient way to communicate with us. However, you acknowledge and agree that e-mail is not a secure method of communication. You should not send these types of messages if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request Services provided through the System.

Do not send account, transaction or confidential information via e-mail. If you e-mail us or ask us to reply to you via e-mail you agree to hold us harmless from any consequences, including financial loss, resulting from any unauthorized use or disclosure of your account or personal information resulting from e-mail. Also, if you send us an e-mail, it will be deemed to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails. At no time will we ask you for confidential information by e-mail.

V. Periodic Statements

You agree that to the extent permitted by law, receipts, notices and disclosures associated with the System may be provided to you by e-mail, facsimile, or over the Internet, either as part of a System session or otherwise. You will not receive a separate System statement. However your transactions involving transfers to or from your deposit accounts will be reflected on your monthly account statement. You may use the System to view activity in your account as indicated on the Internet Banking Enrollment Form. You agree to notify us of any changes to your mailing, e-mail address. If you do not notify us, you will hold us harmless from any consequences, including financial loss, resulting from your failure to notify us of the change.

W. Consent to Electronic Delivery of Notices

In accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 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 fund transfer disclosures, may be made electronically by posting the notice on the Bank System website, by e-mail, or by any other electronic means. You must provide us with your electronic address for such disclosures and notices during the enrollment period, and you agree to notify us immediately of any change in your electronic address by providing it through the System or Service. All disclosures and notices provided by us are deemed to be given and received by you immediately upon being sent to your electronic address, including those that may appear in your account statement from time to time. We are not required or obligated to provide any disclosure or notice to you by regular mail or by any other means other than electronically unless specifically required by law. If you withdraw your right for us to provide you with electronic delivery of such disclosures and notices we may terminate your access to the System. Your computer or mobile access device must have the ability to save such disclosures and notices or print them which were sent to you electronically from us. You may also request a paper copy of an electronic disclosure or notice at no charge by contacting us at **(402) 449-0987**.

X. 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, the existence of any latent or patent defects, viruses, or the accuracy or freedom from error, of the data or the program used by or furnished to the Bank or to you by licensor or others, in connection with the System or Service(s) provided to you under this Agreement. Without limiting the generality of the foregoing, the Bank makes no representation or warranty, express or implied, against any infringement of any proprietary rights of any other party. You assume the entire risk as to the quality and performance of the System, the suitability of the Service, and with respect to any other party. This paragraph shall survive the termination of this Agreement by either account holder or the Bank, and also limits the liability of any agent, employee or affiliate of the Bank. We do not and cannot warrant that the System will operate without errors, or that any or all Service(s) 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, unless specifically stated otherwise in this Agreement, shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.

Y. Credit and Audit Review

You are subject to satisfactory credit and audit review by the Bank from time to time, at the Bank's sole option and discretion, and in accordance with the Bank's established credit and auditing criteria. You shall, upon the Bank's request, provide to the Bank any such credit

and audit related information and assistance as the Bank may require to perform any such review. Your failure to meet such standards in the sole discretion of the Bank or to provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit the Bank to terminate this Agreement and your access to the System and the Services therein.

Z. Severability

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.

AA. Headings

The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions.

BB. Waiver

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.

CC. Assignment

You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and the Bank's successors and assigns.

DD. Entire Agreement

This Agreement constitutes the entire agreement between you and the Bank with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in this Agreement.

EE. Change in Terms

The Bank may from time to time and any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement with or without notice unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by account holder or the Bank at the time this Agreement is entered. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you agree that we may notify you of the change in terms by mail or by posting a notice on our website. Further you agree that your continued use of the Services constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the System to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

FF. Termination

We reserve the right to terminate this Agreement or limit your use of the System at any time and for any reason at our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Service(s) without prior notice include, but are not limited to:

1. If you breach this or any other agreement we may have with you;
2. If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);
3. If there is conflicting claims as to the funds in any of your account(s);
4. If you request us to do so;
5. If you do not access the System for a period of **six months** or longer;
6. If you have insufficient funds in any one of your Bank accounts; or
7. If you do not designate a new Primary Account immediately after you or we close your Primary Account.

You may cancel your System access or access to certain Service(s) at any time by calling us at **(402) 449-0987**, or by writing to us at **P.O. Box 31400, Omaha, NE 68131**. Your access to the System or Service(s) will be suspended within **one business day** of our receipt of your instructions to cancel the System or Service(s). Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the System or Service(s) and does not terminate your other relationships with us.

GG. Dispute Resolution

Any claim, dispute or controversy arising from or relating to your use of the Service, the terms and conditions set forth in this Agreement, or the validity, enforceability or scope of the dispute resolution provision set forth in this Agreement (the "Dispute"), will be resolved, upon the election of you or us, by binding arbitration under this arbitration provision and the Commercial Arbitration Rules (the "Arbitration Rules") administered by the American Arbitration Association ("AAA"), and any amendment of them, in the form in effect at the time a Dispute is filed. A party who has asserted a Dispute in a lawsuit in court may elect arbitration with respect to any Dispute(s) subsequently asserted in that lawsuit by any other party or parties. Any participatory arbitration hearing (other than telephonic hearings) will be held in **Nebraska**, unless both parties agree otherwise. If you would like to obtain a copy of the Arbitration Rules and filing forms, you may contact the AAA by calling 1-800-778-7879. The Arbitration Rules and filing forms can also be obtained from the AAA website at <http://www.adr.org>. All Disputes shall be filed at an AAA office. If the applicable Arbitration Rules are modified, superseded, or replaced, an equivalent set of rules of AAA will

govern the arbitration. If for any reason AAA is unable or unwilling or ceases to serve as arbitration administrator, we will substitute an equivalent national arbitration organization utilizing a similar code or procedure. There shall be no authority for any Disputes to be arbitrated on a class action basis. Further, arbitration can only decide our or your Dispute and may not consolidate or join the claims of other persons who may have similar claims. The arbitrator will decide whether you or we will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with the applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. Both parties fully understand and agree that they will not have a right to litigate any Dispute in any court if either party chooses to have the Dispute resolved by binding arbitration. Further, in agreeing to arbitrate all Disputes you are waiving your right to a jury trial. This arbitration provision and the exercise of any of the rights you and we have under it do not prohibit you or us from exercising any lawful rights either of us has to use other remedies available preserve, foreclose or obtain possession of real or personal property, exercise self-help remedies, including any setoff rights which we may have. This arbitration provision relates to a transaction involving interstate commerce, and is governed by the Federal Arbitration Act ("FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations and shall honor claims or privileges recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision will survive termination of your use of the Service. Either of us may bring an action to compel arbitration of any Dispute and/or stay the litigation in any court having jurisdiction; such motion may be brought at any time in a lawsuit in court, until the entry of a final judgment. If any portion of this arbitration provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this arbitration provision.

HH. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of **Nebraska** and this Agreement. It shall be the responsibility of you and your authorized representatives that transactions processed through the System comply with all local, state, and federal laws, rules and regulations, including but not limited to, sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time. It shall further be the responsibility of you and your authorized representatives to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.)

II. License and Intellectual Property

1. License. The Bank, subject to the terms and conditions of this Agreement, hereby grants you a non-exclusive, non-transferable license to:
 - A. Use the System for those portions of the Service(s) selected by you, solely for your own business operations, in accordance with the terms of this Agreement;
 - B. Copy and use the System and Service(s) support documentation to support your authorized use of the System; and
 - C. Copy any System or Service actually delivered to you solely for archival or backup purposes.
2. Protection and Security of System and Support Documentation. You agree to establish and maintain reasonable:
 - A. Precautions and use commercially reasonable efforts to protect the confidentiality and security of the System and Support Documentation;
 - B. Measures to protect the System and the Support Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use; and
 - C. Provisions to maintain a complete and accurate list of all locations where you have loaded and use the System, and make such list available to the Bank upon the Bank's request.

In addition, you agree not to at any time either directly or indirectly:

- A. Copy or use the System or Support Documentation except as expressly authorized by this Agreement;
- B. Sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make the System available to others;
- C. Use the System or Support Documentation for third party training, commercial time sharing or service bureau use;
- D. Alter, change, modify or otherwise create derivative works of the System or Support Documentation; and
- E. Reverse engineer, disassemble or decompile the System, except to the extent expressly permitted by applicable law.

If you or any third party take such action the Bank shall have the right to immediately terminate this Agreement and/or the license to the System upon notice to you.

3. Ownership. You acknowledge and agree that all rights, title and interest in and to the System and the Support Documentation, together with modifications, enhancements and derivative works, and all intellectual property rights such as copyrights, patents, and trade secrets, pertaining to the System and the Support Documentation are:
 - A. Owned exclusively by the Bank and its licensors;
 - B. Represented or contain valuable rights of the Bank and its licensors; and
 - C. Protected under United States patent, copyright, trademark and trade secret laws of general applicability.

No other license or interest in the System or Support Documentation, either express or implied, is granted under this Agreement other than the license set forth in this Agreement.

In addition, you agree not to at any time either directly or indirectly:

- A. Put to issue the scope, validity or ownership of the Bank's (or its licensors') intellectual property rights in the System and Support Documentation;
- B. Perform any act which could reasonably be expected to impair the scope, validity or ownership of such intellectual property rights;
- C. Assert any ownership rights to the System or Support Documentation; or
- D. Remove or alter any copyright, trademark, or other intellectual property or proprietary right notices, legends, symbols or labels appearing on or in the System, Support Documentation or any packaging, and shall include any copy of the System or Support Documentation any copyright, trademark, or other intellectual property or proprietary right notices contained on the original.

You acknowledge and agree that this Agreement does not grant or convey to you an interest in or to the System or Support Documentation, or any right, title, interest or license in or to any trademark of the Bank or its licensors but only a limited right of use (revocable in accordance with the terms hereof).

You hereby assign to the Bank and/or its licensors, as directed by the Bank, any rights, including any patent, copyright, mask work rights, trademarks, and trade secrets, which you may now have or may acquire at any time in the future to the System or the intellectual property rights to the System, and any other computer or mobile access device code using any of the System.

You agree to:

- A. Cooperate with the Bank and its licensors to protect the System, including in connection with any lawsuits or disputes involving the System;
- B. Promptly notify the Bank and provide relevant information and facts upon becoming aware of any actual or potential claim made by a third party regarding infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof, by the System; and
- C. In the event of any actual or potential infringement, misappropriation, imitation, illegal use or misuse, or reasonable likelihood thereof of the System by others:
 - Grant to the Bank and its licensors the sole right to determine the course of action with respect to such infringement and to bring any proceeding with respect thereto, and to settle, and collect any settlement amount or judgment for any such proceeding; and
 - Agree that such licensors shall be solely entitled to any proceeds of any such proceeding, including without limitation any settlement proceeds, insurance proceeds, arbitration award, judgment, or other consideration in any form.
4. Termination. You acknowledge and agree that the license to the System and Support Documentation will terminate upon the termination of this Agreement, or the termination of the Bank's license to the System and Support Documentation.
5. Limitation on Liability. The Bank's Licensors shall have no liability of any nature to you, or any third party, for damages, liabilities or claims, whether in contract, tort for negligence, infringement or otherwise, including without limitation damages, liabilities or claims arising from or under this Agreement, error in the System, or for any injury, damage or loss resulting from such error, or from any use of the System. Notwithstanding the generality of the foregoing, in no event will such licensors be liable for any consequential, indirect, incidental, special or punitive damages, or any lost profits or loss of any opportunity or good will, even if such licensors have been advised of the possibility of such.
6. Compliance with Law. You shall not export, re-export or otherwise transfer, directly or indirectly, the System or any portion thereof to any location outside the United States without first complying with all applicable foreign and United States federal, state and local laws, rules, regulations or controls (including without limitation those regarding import, export, marketing, distribution or use of software programs).
7. Assignment. You may not assign the license granted hereunder to any party whatsoever, except in connection with an assignment of the entire Agreement, subject to the terms of the Agreement. Any attempted assignment of the license in violation of this provision shall be void.
8. Further Assurances. You agree to, at your expense, promptly execute and deliver such further documents and take any and all other actions reasonably requested by the Bank from time to time, for the purpose of fully effectuating the intent and purposes of this Agreement, and to protect the interests of the Bank, its licensors, and their respective successors and assignees.
9. Injunctive Relief. You acknowledge that violation of your commitment regarding the security and use of the System may cause irreparable injury to the Bank and/or its licensors, and agree that the Bank be entitled to seek and obtain temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation.
10. Survival. You agree that the provisions of this section of the Agreement survive termination of the license granted hereunder and the termination of this Agreement.

II. Website Links

Our website, System or Service(s) may contain links to other websites, and they are solely provided to you as an additional convenience. You understand and acknowledge that by clicking or activating such links you will leave our website and go to the other website, and that we do not screen, review, approve, or otherwise endorse any content or information contained in these linked websites. You acknowledge and agree that we, our affiliates and partners are not responsible for the contents of any of these linked websites, including the accuracy or availability of information provided by the linked websites, and we make no representations or warranties regarding your use of the linked websites.

II. Terms and Conditions for Consumers Only

Section II applies only to Consumer and Consumer Transactions.

A. Liability for Unauthorized Use

Tell us AT ONCE if you believe that your User ID, Password or Authentication Method has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit if you have one).

If you tell us within two business days, you can lose no more than \$50.00 if someone used your User ID, Password and Authentication Method without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your User ID, Password and Authentication Method, and we can prove that we could have stopped someone from using the User ID, Password and Authentication Method without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

B. Error Resolution

Telephone us at (402) 449-0987 or write to us at **P.O. Box 31400**, Omaha, NE **68131**, or e-mail us at **info@snbconnect.com** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days..

We will determine whether an error occurred within 10 business days after we hear from you 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 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 within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

C. Preauthorized Payments

1. Right to Stop Payment and the Procedure for Doing So: If you have told us in advance to make regular preauthorized payments out of your account, you can stop any of these preauthorized payments. Here's how: Call us at (402) 449-0987, or write to us at **P.O. Box 31400, Omaha, NE 68131**, or e-mail us at **info@snbconnect.com** in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you **our current stop payment fee listed on our most recent fee schedule** for each stop payment order you give.
2. Notice of Varying Amounts: If these regular payments may vary in amounts, the person you are going to pay will tell you, **TIME PERIOD** before each payment, when it will be made and how much it will be (you may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).
3. Liability for Failure to Stop Payments of Preauthorized Transfers: If you order us to stop one of these payments **TIME PERIOD** or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages proximately caused by us.
4. Preauthorized Payments: If you have arranged to have direct deposit made to you account at least once every 60 days from the same person or company, you can call us at (402) 449-0987 to find out whether or not the deposit has been made.
5. Periodic Statements: You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get a statement at least quarterly.

D. Financial Institution's Liability

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, we will be liable for your losses or damages proximately caused by us. However, there are some exceptions. For instance, we will not be liable:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line (if any).
3. If the System wasn't working properly, and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. If there are other exceptions stated in our agreement with you.

E. Fees and Charges

You agree to pay the fees and charges for your use of the System and its Service(s) as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Bank. Our schedule of fees for the System and its Service(s) is set forth in the Bank's Schedule of Fees. You agree that all such fees and charges will be deducted from your designated bank account. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System and the Service(s).

III. Terms and Conditions for Business Accounts Only

Business accounts are subject to additional terms and conditions specified in our Online Banking – ExecuBanc for Business Accounts Agreement. [Click here for a copy our ExecuBanc agreement.](#)

By accepting this Agreement, you acknowledge that you have read and understand this Agreement and any separate agreements, disclosures, schedules, and exhibits as they appear on the Bank's website or given to you, including but not limited to, optional services (if selected by you).