

Online Country Banking and Bill Payment (Internet) Agreement

1. **The Service.** In consideration of the Online Banking services ("Services") to be provided by Bruning State Bank ("BANK"), as described from time to time in information distributed by BANK to its customers. In the agreement, "Customer" refers to the person(s) subscribing to or using the Service. The Customer agrees as follows: You may use a Personal Computer ("PC") through an Internet connection to obtain account balances and transaction information. You may also use your PC to obtain statements on your accounts and to transfer money between your accounts. However, transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations. In addition, you may use your PC to electronically direct us to make payments from your account to third parties ("Payees") that you have selected to receive payment through the Service. You may make payments through the Service to any business professional, merchant, family member, or friend. The ("Account") means your designated bill payment checking account at BANK from which we make bill payments on your behalf pursuant to the Agreement. By subscribing to the Service or using the Service to make any payments to a third party, you agree to the terms of the Agreement. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.
2. **Your Merchant List.** You may include all utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through Online Country Banking Bill Payment. Include a complete mailing address and telephone number for each and your account number with each payee. We reserve the right to decline to make payments to certain persons and entities.
3. **Your Password.** Each individual who has access to Online Banking, including each individual named on joint accounts, must designate a password and a user code. Your password must be a minimum of 6 characters, which must consist of at least one (1) letter and one (1) numeric character. The letters are case sensitive. For example, if you enter your password as: 1234abc you cannot use 1234ABC. It is recommended that you change your password periodically to enhance security.
4. **Scheduling Payments.** You may choose to add Bill Payment and use your PC to electronically schedule payments with the Service. Payments are posted against your balance available for withdrawal, as defined in the BANK'S Funds Availability Policy, plus the available credit on your overdraft protection (Checking Plus), if any, or other line of credit.
5. **Delivery of Your Payments and Transfers.** You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter payment information through the Service twenty-four (24) hours a day, seven (7) days a week, payments can be initiated only on business days. Funds will be deducted from your Account on the business day on which a payment is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the following business day. After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated ClearingHouse) or by other means. Because of the time it takes to send your payment to them, your Payees generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a next-day payment, a future payment, or a recurring payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your Payees, the Transaction Date should be prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). Payments and transfers must be scheduled by the normal cut-off time of 2 p.m. (Central Standard Time) on any business day in order for the payment to be initiated for that business day.
6. **Recurring Payments.** Recurring payments are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring payments will be made automatically until you tell us to stop or cancel the payment on-line and we have a reasonable opportunity to react.
7. **Our Liability for Failure to Complete Transactions.** 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 might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance:
 - a. if, through no fault of ours, you do not have enough money in your account to make the transfer;
 - b. if the money in your account is subject to legal process or other encumbrances restricting transfer;
 - c. if the transfer would go over the credit limit on your overdraft line (if any);
 - d. if the system was not working properly when you started the transfer;
 - e. if circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken; or
 - f. if the payee mishandles or delays handling payments sent by us.
8. **Canceling Payment.** You may use your PC to cancel a payment up to 6 p.m. (CST) on the business day your payment is scheduled to be initiated ("Transaction Date"). There is no fee for canceling a payment Online. Other requests must be made at least one (1) day prior to scheduled payment date. A payment that has been sent may be recalled for a fee of \$20 per item, but the BANK will not guarantee the ability to recall an item.
9. **Statements.** All payments, transfers, and/or fees made with the Service will appear on your monthly Account statement. The Payee name, payment amount, and date of the payment will be shown for each payment made through the Service during that month.
10. **Fees.** Fees for Services shall be payable in accordance with a schedule of charges as established and amended by BANK from time to time. Charges shall be automatically deducted from customer's Account, and BANK shall provide to Customer monthly notice of such debit(s) on your statement.

11. Equipment. You are solely responsible for the equipment (including your personal computer and software) you use to access the Services. We are not responsible for errors or delays or your inability to access the Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

12. Business Days/Hours of Operation. Our business hours are 8 a.m. to 5 p.m. (CST), Monday through Friday, except bank holidays. Although payments and transfers can be completed only on business days, the Service is available 24 hours a day, seven days a week, except during maintenance periods.

13. Notice of Your Rights and Liabilities. Security of your transactions is important to us. Use of the Services may therefore require a PIN or password. If you lose or forget your PIN or password, please call (402) 353-2555 during normal business hours listed above. We may accept as authentic any instructions given to us through the use of your password or PIN. You agree to keep your PIN and password secret and to notify us immediately if your PIN or password is lost or stolen or if you believe someone else has discovered your PIN or password. You agree that if you give your PIN or password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Services. Online Banking Services enables you to change your password; we recommend that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you.) You agree that our records will be final and conclusive as to all questions concerning whether or not your PIN or password was used in connection with a particular transaction.

If any unauthorized use of your PIN or password occurs, you agree to (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds.

Tell us AT ONCE if you believe your PIN or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within two (2) business days, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN or password, and we can prove we could have stopped someone from using your PIN or password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (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 prevented someone from taking the money if you had told us in time. If you believe your PIN or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (402) 353-2555 during normal business hours listed above. WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PINS OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

14. Errors and Questions. In case of errors or questions about your electronic transactions, telephone us at (402) 353-2555, 8 a.m.-5 p.m. (CST), Monday through Friday, or write us at:

Bruning State Bank

Attention: Electronic Banking Department

Post Office Box 100

Bruning NE 68322-0100

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. You will need to:

- a. tell us your name and Account number (if any);
- b. describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- c. tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days following the date you notified us. We will determine whether an error occurred within ten (10) business days (twenty [20] business days if the notice of error involves an electronic fund transfer to or from the account within thirty [30] days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty [20] business days if the notice of error involves an electronic fund transfer to or from the account within thirty [30] days after the first deposit to the account was made) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

15. Disclosure of Account Information to Third Parties. We may disclose information to third parties about your account or the transactions you make:

- a. where it is necessary for completing transactions or resolving errors involving the Services; or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or a

merchant; or

c. in order to comply with government agency rules, court orders, or other applicable law; or

d. to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or

e. if you give us your permission.

16. Authorization to Obtain Information. You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

17. Termination. We reserve the right to terminate the Services, in whole or in part, at any time, with or without cause, and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your PIN or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

18. Limitation of Liability. Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

19. Waivers. No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of the BANK.

20. Assignment. You may not transfer or assign your rights or duties under this Agreement.

21. Governing Law. The laws of the State of Nebraska shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

22. Amendments. We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records, or e-mail address in which you agreed to receive such notices and/or disclosures.

23. Indemnification. Customer, in consideration of being allowed access to the Services, agrees to indemnify and hold the BANK harmless for any losses or damages to the BANK resulting from the use of the Services, to the extent allowed by applicable law.

24. Security Procedures. By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used only for authorized purposes. The BANK may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

25. Fee Schedule. Access to Bruning State Bank's Online Banking is free. Customers may inquire into their accounts, make transfers, and look at statements and check images for free. Bruning State Bank's bill payment service is also free.

I have read and agree to adhere to the previous terms and conditions for using the Bruning State Bank's Online Banking Service:

Customer Name

Date

Internet Banking Application Form

Please fill out ALL fields in this form and mail it back to:

Bruning State Bank

P O Box 100

Bruning, NE 68322

We will then process your request and mail you your usercode and password. You may then begin to use Bruning State Bank's Online Banking!

Social Security Number: _____

Account Number: _____

Account Type: _____

Name: _____

Mother's Maiden Name: _____