

**SECURITY NATIONAL BANK  
ONLINE BANKING SERVICES AGREEMENT**  
(version effective as of September 26, 2024)

**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION” SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.**

This Online Banking Services Agreement (“Agreement”) is provided to you by Security National Bank of Omaha (“SNB”) and governs your ability to use the Services described below for the following purpose of accessing your Eligible Accounts.

For your Eligible Accounts, transactions available to you may include obtaining balance information, transaction history and other information. For some Eligible Accounts, the balances and transaction history may only show activity as of the close of the previous Business Day.

The following are also considered part of this Agreement: (i) Website Terms of Use; (ii) Terms or instructions that appear when enrolling for, accessing or using a Service; (iii) SNB’s rules, procedures and policies that apply to any Service or an Eligible Account; and (iv) Applicable state or federal laws and regulations. If there is any conflict between the terms of these other agreements and this Agreement as to anything in SNB Online, this Agreement will control.

In this Agreement, “Service” refers to any online or mobile services available through SNB Online and Mobile Banking. The Services offered therein are subject to this Agreement including:

- “Bill Payment” and “Bill Payment Service” allow you to receive, view, and pay bills from SNB Online.
- “Entitlements” allows Business Customers to appoint sub-user access to employees, an accountant, or others.
- “External Transfer Service” allows you to transfer funds between your Accounts at SNB and your accounts at other financial institutions. Specifically, the External Transfer Service may be used to transfer funds from an SNB savings, checking or money market account to an External Account, or from an External Account to an SNB savings, checking, money market, mortgage, credit card, loan, or line of credit account.
- “Financial Tools” allows you to consolidate, organize, and track your financial information all in one place.
- “Internal Transfer Service” allows you to transfer funds between certain SNB Accounts. Specifically, Internal Transfer may be used to transfer funds from your SNB checking, savings, SNB credit card or line of credit accounts to your SNB checking or savings account.
- “Loan Payments” allows you to transfer funds from your SNB checking or savings account to your SNB credit card, mortgage, loan or line of credit account. Specific payment options may be available depending on what type of account you are paying. For mortgage, loan or line of credit accounts, a regular payment must be completed before additional payment types can be made such as principal or interest payments. Transfers cannot be made between Loan Accounts.
- “Manage Cards” as a feature in the SNB Mobile App that allows users to perform certain actions, including activating cards, viewing electronic statements, and placing travel notices. This feature is only available to personal credit cards, small business non- roll-up credit cards and debit card holders.
- “Messages” allows you to send and receive messages securely to and from us.
- “Mobile Deposit Service” allows you to make deposits to your checking accounts using the SNB Mobile App.
- “SNB Mobile App” allows you to perform your banking using a software application designed specifically for any compliant Mobile Device.

Please read this Agreement carefully. By clicking “I Accept”, or by using the Services, you are agreeing to the terms of this Agreement.

## I. INTRODUCTION

About this Agreement. This document, and any supplements or amendments made from time to time (collectively, this "Agreement"), make up the SNB Online Terms and Conditions that sets forth your rights and responsibilities as to the SNB Online website, SNB Mobile Banking, and for Business Customers, SNB Online Business (collectively, "SNB Online").

Your Agreement. By using SNB Online, or by authorizing someone else to use SNB Online on your behalf, you agree to be bound by all the terms of this Agreement.

## II. DEFINITIONS

Capitalized terms used in this Agreement have the meanings assigned below, or as otherwise defined elsewhere in this Agreement.

"Account" or "Accounts" mean any and all of the following: commercial or personal account such as a checking, savings, money market, certificate of deposit, credit card, and loan or line of credit.

"ACH Network" means the funds transfer system, governed by the NACHA Rules that provides funds transfer to participating financial institutions.

"Affiliates" means any person or entity directly or indirectly controlling, controlled by, or under common control of you. For the avoidance of doubt, "Affiliates" includes parent companies and subsidiaries.

"Biller" means the retailer, public utility, financial institution, medical service provider, or other person, company, or other organization to which you wish to direct or have directed an Online Payment.

"Billing Account" is the checking account from which the Business Bill Pay Item fee will be automatically debited.

"Business Customer" means an SNB Online user who is a corporation, partnership, limited liability company, or other business organization or entity, or a natural person if the Account from which the transfers or payments will be made is maintained primarily for other than personal, family, or household purposes.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Accounts" are accounts that may be viewed and/or accessed via SNB Online, including, without limitation, checking, savings, money market, certificate of deposit, credit card, mortgage, personal loan, line of credit, individual retirement account, overdraft line of credit, certain investment accounts, and certain trust accounts. Certain Services are available only with certain types of Eligible Accounts.

"Eligible Transaction Account" is a transaction account from which your payments will be debited, your fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or loan account, including any required routing information. An Eligible Transaction Account may be further defined and described in connection with a specific Service. As to the External Transfers Service terms below, an Eligible Transaction Account shall be limited to savings, checking or money market accounts that you hold with us, from which funds may be debited, and savings, checking, money market, credit card, mortgage (view only), loan, or line of credit accounts that you hold with us, to which funds may be credited.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account. Note: eligibility of accounts at other financial institutions to send or receive funds depends on the rules of such other financial institution and may vary.

"External Transfer Instruction" is a specific Payment Instruction that you provide to the External Transfer Service for a transfer of funds to an External Account.

"Local Time" means Central Time.

"Mobile Device" means a mobile computing device, including a mobile phone, smartphone (e.g. iPhone and Android-powered phones), and tablet computer (e.g. iPad).

"Secure Access Code" refers to a feature whereby a verification code is sent to a phone number that is associated with a user's login credentials (i.e., username and password) as an added way of confirming the user's identity for certain online transactions or activities.

"Online Banking" refers to online and mobile banking services available to consumers at no cost, including viewing balance and transaction information, transferring funds, Alerts and Financial Tools.

"Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described in connection with a specific Service.

As to the Bill Payment Service terms below, a Payment Instruction is further defined as the information provided by you to the Bill Payment Service for a bill payment to be made to Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

"Privacy Policy" means the SNB Privacy Policy.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

“Service Provider” mean companies that we have engaged (and their Affiliates) to render some or all of a Service to you on our behalf. “Site” means the SNB Online website or mobile applications.

“SNB Online Business” refers to the Services available to Business Customers, which are bundled in SNB Online Business Basic and SNB Online Business Banking products.

“We,” “our,” “us,” “Bank,” or “SNB,” mean Security National Bank of Omaha.

“You” or “your” means each person who has enrolled in our SNB Online service with respect to Accounts standing in the enrollee’s name.

### III. WHAT YOU CAN DO WITH SNB ONLINE

You can access the features of SNB Online directly through our website, through our Mobile App, or you can use Quicken or Quickbooks to access certain features of SNB Online. The way you access SNB Online could result in differences in how SNB Online functions, and the fees you will be charged.

### IV. SYSTEM REQUIREMENTS

1. **Equipment and Services.** The computer, Mobile Device, equipment, software and services you use to access SNB Online (collectively referred to as your “Computer Equipment”) are your sole responsibility and expense, including obtaining, installing, maintaining, and operating your Computer Equipment in accordance with the requirements provided by the respective manufacturers and service providers. Certain features require additional equipment and services, such as email access, a mobile phone and mobile services, and/or text messaging services (including carrier support of text messaging short codes), all of which you must obtain at your own expense if you wish to use these additional services.
2. **Your Responsibility and Assumption of Risk.** You agree that we are not liable for viruses, worms, Trojan horses, malware or ransomware attacks, any attack by a person attempting to gain unauthorized access to your Computer Equipment, or other similar harmful components or acts that may affect or cause damage to your Computer Equipment that may result, directly or indirectly, from your use of SNB Online, including but not limited to downloading information, software, or the materials from our website or any website(s) linked to our site. We are not responsible for any errors or failures or any malfunction of your Computer Equipment, or network problems or other technical difficulties you might encounter when you use SNB Online. We will not be responsible or liable for any damages (whether direct, indirect, incidental, or consequential) that may result from such harmful consequences.

### V. JOINT ACCOUNTS OR ACCOUNTS WITH MULTIPLE AUTHORIZED SIGNERS

If your Eligible Account is owned by more than one person, or has more than one authorized signer, each person individually may provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related SNB Online Services, to the extent allowed by agreements covering the Eligible Account. We may rely and act on the instructions of any one accountholder or authorized signer and you agree that we will not be responsible or liable for any losses or damages arising out of such instructions.

### VI. SECURITY AND CREDENTIALS

1. **Password and Security.** If you are issued or create any password or other credentials to access the Services or the portion of SNB Online through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once by calling (855) 614-4061. While under certain circumstances you may avoid some or all responsibility or liability for such transactions, such unauthorized use will, at the least, cause you inconvenience and could cost you money. To help safeguard your Accounts, you should change your password frequently, in accordance with the instructions provided on SNB Online, and you should never write your password anywhere. You should also change your security information frequently by following the on-screen instructions.
2. **Fraud Services.** In addition to your credentials, SNB Online may use device intelligence, and Secure Access Code authentication to help detect and prevent cyber fraud. We have the right, without obligation, to require you to verify your identity using Secure Access Code authentication for any reason, including without limitation, attempts to access your Accounts from a computer that you do not ordinarily use, or when the activity on SNB Online appears to be risky. We may share certain personal information and device- identifying technical data about you and your devices with our Service Providers who will compare and add device data and fraud data from and about you and your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to SNB Online by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us.

### VII. ACCOUNT BALANCES AND ACCOUNT STATEMENTS

1. **Account Balances.** Account balances shown will be provisional and subject to reversal if recent deposits have not been finally collected from the institution upon which the deposited item is drawn or as otherwise described in this Agreement. Account balances shown for Investment and Trust Accounts may not be real time and might not reflect transactions pending settlement. As a result, the actual balances of your Investment and Trust Accounts might differ from the balances shown through SNB Online at any given time.
2. **Your Account Statements.** Transaction and balance information provided via SNB Online will not replace the regular Account statements that you receive from us. These statements will, as applicable, reflect SNB Online transactions and state the amount of each transaction, the type of transfer, the Account charged or credited, and the name of the payee if a payment is involved. The information on your electronic or paper statement will control in all disputes concerning the activity on the Account.

### VIII. ELECTRONIC STATEMENTS (DEPOSIT, CREDIT CARD, AND MORTGAGE ACCOUNTS)

1. **Who Can Request Electronic Statements.** You may request electronic statements after you enroll in SNB Online and you provide us with a current email address. If you have a joint account, any one of the accountholders can request electronic delivery of the statement and also terminate electronic statements at any time.
2. **Types of Accounts with Electronic Statements.** Some of your Accounts may be eligible for electronic statements. Investment Accounts, Trust Accounts, Insurance Policies, and loan statements are not eligible for electronic statements. If you receive a paper combined statement listing various SNB Accounts, your electronic statement will continue to show the same Accounts unless you have requested a change to the Account included in your combined statement. If you have more than one checking Account listed on a combined statement, you will only be able to select electronic statements for the primary checking Account. For Business Customers with multiple users, if a user has access to Statements such user will be able to view all accounts on a combined statement as long as such user has "View" access to at least one of the accounts on a combined statement.
3. **Statement Election.** When you elect to receive electronic statements by selecting the "Electronic Statement" option, you will no longer receive paper statements. This election will continue to apply until you cancel electronic statements. You may request to receive both electronic and paper statements for any Account.
4. **All Other Statement Requirements Continue to Apply.** All of the terms and conditions relating to statements contained in this Agreement and all Other SNB Agreements (as applicable) continue to apply to your statement when it is delivered electronically. For example, you must continue to review your statement and report any errors to us within the time limits described in this Agreement and/or the Other SNB Agreements, using the date your electronic statement was delivered as the "mailing" date.
5. **Notification via Email.** When your electronic statement is available, we will send you a notification to the email address you provide to us for SNB Online. You will need to log on to SNB Online to access your electronic statement. If you change your email address, you need to provide us with your new email address in order to continue receiving notifications that your electronic statement is available for viewing. In the event you do not receive notification, it is your responsibility to periodically log on to SNB Online and check on the delivery of new electronic statements.
6. **Termination of Electronic Statements by You.** You have the right to withdraw your consent to receive bank statements electronically at any time by changing your statement delivery preference for the specific account in SNB Online, by emailing us at [info@snbconnect.com](mailto:info@snbconnect.com), calling us at (402) 661-3166 or sending a written request to Security National Bank, Deposit Operations, P.O. Box 31400, Omaha NE 68131. We will discontinue the service within ten (10) business days of receiving your cancellation notice. There is no fee to withdraw your consent to receive electronic statements; however, canceling electronic statements may change your account structure, which may result in other fees. Contact your Banker for a copy of our fee schedule.  
If you terminate your use of SNB Online, you will be automatically converted to paper statements for your account(s) and applicable fees may apply. If you close an account receiving electronic statements, your closed account will be accessible in an inquiry-only status on SNB Online for ninety (90) days after it is closed to enable you to view your final statement. We will not send you a paper statement for your final statement.
7. **Termination of Electronic Statements by Us.** We reserve the right to stop delivering your statement(s) electronically at any time by giving you a notice. If we close an account receiving electronic statements, your closed account will be accessible in an inquiry- only status on SNB Online for ninety (90) days after it is closed to enable you to view your final statement, and you will not be sent a final paper statement. If we decide to stop delivering your statement electronically or terminate your use of SNB Online, we will send you paper statements.

#### IX. TRANSFERS AND PAYMENTS, GENERALLY

1. **Maximum Transfer Amounts.** Transfers and payments via SNB Online are subject to transaction limits shown in the table below. In addition, a transfer or payment from an SNB Account may not exceed the current available deposit or credit balance in the source Account (plus any available credit in an associated line of credit that may be linked to your checking account). We also reserve the right to limit the frequency and dollar amount of transactions from any of your Accounts for security reasons. If there is a minimum transfer amount provision applicable to your line of credit or credit card account, it will be stated in the applicable Credit Agreement. We reserve the right to complete or reject any attempted transfer that exceeds or is lower than the applicable limit, at our complete discretion, and, regardless of our decision in that regard, you understand that such attempted or completed transfers may subject your Account to an overdraft or over limit fee, as stated in the pertinent Deposit Agreement or Credit Agreement.

Internal Transfers & Make an Loan Payment	Up to the current available balance or credit balance in the source account
External Transfers	When creating an external transfer your current External Transfer limits can be viewed by clicking the 'View Limits' link next to the dollar amount you are sending. We may change these limits at our sole discretion at any time.
Bill Payment	Up to \$99,999.99 per transaction

2. **Other Limitations on Transfers.** We do not permit transfers into or out of certain Accounts. For example, you cannot transfer funds from a mortgage or personal loan, or from or into a certificate of deposit or individual retirement account. **Transfers and payments cannot be made to or from your Investment Accounts, or Trust Accounts. Transfers and Payments also cannot be made between Loan Accounts.**
3. **Transfers From Line of Credit Accounts.** Each transfer made from a line of credit Account is treated as an advance from that Account and is subject to the terms of the applicable Credit Agreement. By requesting such a funds transfer, you are authorizing and directing us to take any action necessary to complete your request for an advance under your Credit Agreement, to charge the Account from which the advance is being made without your signature, and to deposit the advance into the checking or savings Account you designate when you make the transfer. Transfers from a line of credit will be unavailable between 12:00 a.m - 5:00 a.m. Local Time.
4. **Transfers To Credit Card or Loan Accounts.** Funds transfers into Loan Accounts are credited as payments. Transfers to Loan or Line of Credit will be unavailable between 12:00 a.m. -5:00 a.m. Local Time.
5. **Transfers That Cannot Be Completed.** If for any reason a transfer cannot be completed, we will reverse the transfer by recrediting the amount of the transfer to the originating Account unless we notify you otherwise.
6. **Stopping Online Transfers and Payments.** You may cancel transfers and payments online as indicated in Articles X (Internal Transfers), XI (External Transfers), and XII (Bill Payment). In addition, consumer customers may stop preauthorized online transfers and payments from SNB accounts by calling (855) 614-4061, or writing to us at Security National Bank, P.O. Box 31400 Omaha, NE 68131. We must receive your request at least three (3) Business Days before the scheduled transfer or payment date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you the stop payment fee indicated in the current deposit account fee schedule for each stop payment order you request. If you order us to stop a payment as provided in this paragraph and we do not do so, we will

be liable for your losses or damages.

7. **Service Providers.** We are offering you the Bill Payment (the "Payment Services") through one or more Service Providers that we have engaged to render some or all of the Payment Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Services to you, we are the sole party liable to you for any payments or transfers conducted using the Payment Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with those Services. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.
8. **Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
9. **Failed or Returned Payment Instructions.** In using the Payment Services, you are requesting that we or our Service Providers attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:
  - A. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
  - B. YOU AGREE THAT MULTIPLE ATTEMPTS MAY BE MADE TO SUBMIT A RETURNED ITEM FOR PAYMENT AND THAT MULTIPLE FEES MAY BE CHARGED AS A RESULT OF A RETURNED ITEM AND RESUBMISSION;
  - C. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any nonsufficient funds (NSF) charges that may be assessed by us, as set forth in your fee schedule or your Other SNB Agreement. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
  - D. We and our Service Providers are authorized to report the facts concerning the return to any credit reporting agency.
10. **Receipts and Transaction History.** You agree to review your transactions by logging into the applicable Payment and External Transfer Service, instead of receiving receipts by mail.

#### X. INTERNAL TRANSFERS & MAKE A LOAN PAYMENT

1. **How We Process Internal Transfer and Make an SNB Loan Payment Requests; Your Responsibility.** On the date your transfer or payment is scheduled to be made, we will check the source Account to determine if there are sufficient funds available (or available credit, if the source Account is a credit Account) to cover the transfer. If, at our discretion, we determine there are sufficient funds or credit, as applicable, we will process the transfer. If we determine there are not sufficient funds (or available credit) on that date, we will either make the transfer or payment, thereby creating an overdraft if the source Account is a checking account (or causing your Account to go over the credit limit if the source Account is a credit Account), or we may refuse to make the transfer. Our decision to make or refuse to make the transfer will end our processing of the transfer. In either event, you are responsible (i) for any special handling charges or over limit fees we may impose, and (ii) to repay any overdraft or amounts over your credit limit, as stated in the applicable Deposit Agreement or Credit Agreement.
2. **Timing of Internal Transfers and Make an SNB Loan Payment.** Transfers and payments made on a Business Day prior to the 6:00 p.m. Local Time cut off will be processed the same day. However, we reserve the right to not complete a transfer or payment if there are not sufficient funds in the originating Account to make the transfer or payment, or to make the transfer or payment but impose a special handling charge or over limit fee. These charges have been disclosed to you in the applicable Deposit Agreements and/or Credit Agreements. Transfers or payments made other than on a Business Day, and after the stated cut-off time will be processed on the next Business Day. (Please see Article XXIII, Section 2 (Cutoff Times) for details about timing of processing External Transfers and Payments.)
3. **Scheduled Internal Transfers or Make an SNB Loan Payment (Single or Recurring Transfers).** Internal Transfers or Make an SNB Loan Payment may be scheduled in advance of the date the transfer is to be made (called a "Single Transfer"). Internal Transfers and Make an SNB Loan Payment from checking and savings accounts may also be set up to occur automatically at substantially regular intervals (i.e. monthly, quarterly, etc.) in the same amount between the same two Accounts (called a "Recurring Transfer"). Please note that Recurring Transfers may not be set up to automatically transfer funds from credit card or line of credit accounts. To delete or cancel a scheduled Internal Transfer, you must transmit your request before 6:00 p.m. Local Time on the day before the transfer is scheduled to be processed. If you do not meet that deadline, SNB Online will not process your cancellation instruction and will process the transfer as originally scheduled.

#### XI. EXTERNAL TRANSFERS

1. **Description of External Transfer Service; Authorization and Processing.**
  - A. The External Transfer Service enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such accounts or to even withdraw all funds from such accounts); and (ii) we may act on your instructions regarding such accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States. The term "Eligible Transaction Account" is defined in the Definitions section of this Agreement.
  - B. You may initiate (1) a one-time External Transfer Instruction for which processing shall be initiated immediately, (2) a one-time External Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of External Transfer Instructions for which processing shall be initiated on the specified dates. When we receive an External Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you; or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you.

You also authorize us to reverse a transfer from the applicable account if the debit is returned from the other account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block an External Transfer Instruction that you initiated, we will notify you by email.

- C. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
- i. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  - ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  - iii. The transfer is refused in accordance with this Agreement;
  - iv. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  - v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- D. It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.
- E. **Instant Transfers.** We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks or other financial institutions that may be involved in the transmission of a transfer. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Instant Transfers unless the applicable transaction is transmitted through the ACH network. We are only responsible for delivery of the applicable Transfer Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.
2. **Transfer Methods and Amounts.** Article XXIX, Section 4 (Payment Methods and Amounts) applies to the External Transfer Service, even in circumstances where the External Account is closed and we are attempting to return funds to such account.
3. **Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the External Transfer Service).
4. **Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Article XXI, Section 1 (In Case of Errors or Questions About Your Electronic Transfers). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.
5. **Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
6. **Returned or Failed Transfers.** In using the External Transfer Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

## XII. BILL PAYMENT SERVICE SUBJECT TO SERVICE PROVIDER TERMS AND CONDITIONS

1. **Generally.** Subject to Article IX, Section 7 (Service Providers), you agree to be bound by the terms and conditions of the bill payment service provided by our Service Provider, that you agreed to when you accessed bill pay through SNB Online. The terms and conditions may be updated without notice. A link to the bill payment terms and conditions is located at the bottom of SNB Online.

## XIII. SNB MOBILE BANKING

1. **Generally.** SNB Mobile Banking offers you access to view account information (e.g., checking balances and last transactions), perform transfers and payments, and allow you to deposit checks through use of an Android or Apple Mobile Device.
2. **Privacy and User Information.** You acknowledge that in connection with your use of SNB Mobile Banking, we and our Affiliates and Service Providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with SNB Mobile Banking (collectively "User Information"). We and our Affiliates and Service Providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver SNB Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. We and our Affiliates and Service Providers also reserve the right to monitor use of SNB Mobile Banking for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.
3. **Apple® Touch ID™ and Face ID™ for Mobile Banking.** Touch ID and Face ID are optional sign-in methods for SNB Mobile Banking that are available for compatible Apple® devices. Biometric data used in connection with these optional sign-in methods is stored on your Mobile Device only and we never see or store it. You acknowledge that by enabling these optional sign-in methods, you will allow anyone who has such biometric data stored on your device access to your personal and payment account information within SNB Mobile Banking. We reserve the right to suspend or disable this feature at any time. Touch ID and Face ID can only be associated with one SNB Mobile Banking username at a time on a Mobile Device. If your Mobile Device does not recognize your biometric data input, you can sign in using your standard login credentials (e.g. password). To use these optional sign-in methods for SNB Mobile Banking on Multiple Devices, you will need to set it up for each device. You can enable or disable them anytime within SNB Mobile Banking. Apple, Touch ID and Face ID are trademarks of Apple Inc.
4. **Android® Fingerprint Login for Mobile Banking.** Fingerprint Login, and any other biometric login method, are optional sign-in methods for SNB Mobile Banking that may be available for certain compatible Android® mobile devices. Biometric data used in connection with these optional sign-in methods is stored on your device only and we never see or store it. You acknowledge that by enabling these optional sign-in methods, you will allow anyone who has such biometric data stored on your device to access your personal and payment account information within SNB Mobile Banking. We reserve the right to suspend or disable this feature at any time. These optional sign-in methods can only be associated with one SNB Mobile Banking username at a time on a Mobile Device. If your Mobile Device does not recognize your biometric data input, you can sign in using your standard login credentials (e.g. password). To use these optional sign-in methods for Mobile Banking on Multiple Devices, you will need to

set it up for each device. You can enable or disable such methods anytime within SNB Mobile Banking. Android is a trademark of Google Inc.

#### XIV. MOBILE DEPOSIT SERVICE

- 1. Generally.** You may use the SNB mobile deposit capture service ("Mobile Deposit Service") to make deposits to your checking accounts through the SNB Mobile App on your Mobile Device to scan and transmit images of checks to us or our processor.
- 2. Service Eligibility.** To be eligible to use and continue to use the Mobile Deposit Service, you must be designated as the owner or authorized signor of the Account, the Account must be in good standing at all times, and you and the Account must meet our current eligibility criteria. We reserve the right to establish limits on the amount and frequency of deposits you can make through the Mobile Deposit Service, and if one or more of your deposits exceed those limits, the deposit(s) will not be processed. If we permit you to make a deposit in excess of these limits, that deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.
- 3. Service Requirements and Limitations.** To use the Mobile Deposit Service, you need the SNB Mobile App and a supported Mobile Device. You must comply with all system requirements and security procedures described in this Agreement, and if you fail to comply with those requirements, you may be unable to complete a deposit. We reserve the right to change the requirements to use and access the Mobile Deposit Service at any time without notice, including imposing additional requirements to maintain the appropriate level of security for the Mobile Deposit Service. We are not responsible for any loss, damage, or issues you encounter when you use the Mobile Deposit Service.
- 4. Eligible and Ineligible Items.** You agree to scan and deposit only "checks" as that term is defined in Regulation CC of the Federal Reserve Board ("Regulation CC"). You also agree that the image of the check transmitted to us will be deemed an "item" within the meaning of Articles 3 and 4 of the Nebraska Uniform Commercial Code. In order for us to accept and process your deposit, it must:
  - Be an original paper check payable to and endorsed by you;
  - Be payable in U.S. dollars at a financial institution in the U.S.;
  - Be dated within six (6) months prior to deposit date;
  - Have all fields completed; and
  - Be legible and in good condition.

You agree that you will not deposit any of the following ineligible items, which are checks that:

- Are payable to someone other than you (e.g., a third-party check);
  - Have been altered in any way, are illegible, incomplete, damaged, marked non-negotiable, are fraudulent or otherwise not authorized;
  - Are payable to you jointly with one or more other persons;
  - Were previously converted to a "substitute check", as defined in Regulation CC;
  - Are drawn on a financial institution located outside the U.S.;
  - Are "remotely created checks", as defined in Regulation CC;
  - Are not payable in United States currency or that are drawn on an institution outside the United States;
  - Are dated more than six (6) months prior to the date of deposit;
  - Are postdated;
  - Are prohibited by our current Service procedures or otherwise not acceptable under the Deposit Agreement;
  - Are payable on sight or payable through drafts, as defined in Regulation CC;
  - Have an endorsement on the back other than as specified in this Agreement;
  - Are drawn or issued by the U.S. Treasury Department;
  - Have been previously deposited with us or any other financial institution, including checks that have been returned unpaid (other than checks returned unpaid because the image quality is insufficient for the Mobile Deposit Service);
  - Are traveler's checks;
  - Are savings bonds
  - Are money orders; or
  - Are postal orders.
- 5. Endorsements.** You must endorse each check transmitted through the Mobile Deposit Service with the endorsement "For Mobile Deposit Only to SNB" or any other endorsement that we require.
  - 6. Creation and Transmission of Check Images.** Using a supported Mobile Device, you will create an electronic image of the front and back of a check endorsed as required above and transmit the images and associated deposit information, including information captured from the magnetic ink character recognition ("MICR") line, to us or our designated processor for our review and processing. The images of an item transmitted to us using the Mobile Deposit Service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by us, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. By using the Mobile Deposit Service, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. Once you transmit images using the Mobile Deposit Service, you will receive a notice on your Mobile Device acknowledging transmission of the images ("Transmission Notice"). The Transmission Notice does not mean that the transmission was error free, that the images were received by us or our processor, or that the check is eligible for processing, is considered a deposit, or has been credited to your Account. The Transmission Notice only means that the image has been sent to us or our processor by your Mobile Device.
  - 7. Prohibition on Duplicate Deposits.** Once you transmit an image of a check for deposit, you agree you will not try to deposit that check again through the Mobile Deposit Service or otherwise deposit it or present it for payment with us or any other financial institution or person, unless we send you a notice saying that your deposit cannot be processed through the Mobile Deposit Service, as described in the paragraph titled "Review of Items" below.
  - 8. Receipt of Items.** Checks and items you submit through the Mobile Deposit Service will be deemed "received" by us for deposit based on the time of receipt as well as receipt of an image that is complete, is usable, and meets all of the other requirements for remote deposits contained in this Section, including without limitation the standards described in Article XIV, Section 4 (Eligible and Ineligible Items). A check that we receive by 6:00 p.m. Local Time on a Business Day will be deemed to have been received on that Business Day. If we receive the deposit after that time or on a day that is not a Business Day, the deposit will be deemed to have been received by us on the next Business Day. We are not responsible for items we do not receive, such as an image that is dropped during transmission.
  - 9. Review of Items.** All checks and items submitted through the Mobile Deposit Service are subject to our verification and final inspection process. We reserve the right to reject any check or item transmitted through the Mobile Deposit Service, at our sole discretion, without liability to you. If the check is eligible for processing in accordance with this Agreement, we will present the check, either in electronic form or as a substitute check, directly or indirectly to the bank the paper check was drawn upon or payable through, or we will present or post the check if we are the paying bank. The manner in which any item transmitted through the Mobile Deposit Service is cleared, presented for payment, and collected shall be in our sole discretion, subject to the terms of the Deposit Agreement governing your Account. If we are not able to accept your deposit for any reason,

such as the image is blurry, we cannot read the MICR line, or your deposit is not eligible, we will send a notice that your deposit could not be processed through the Mobile Deposit Service. If the check is eligible for processing in accordance with this Agreement but there is a discrepancy between the check and the information that you submitted regarding the check, we have the right to process the check in accordance with the information on the check and to make such adjustments to your Account as necessary to correct the discrepancy. We will provide you with notice of any such adjustment.

10. **Availability of Funds.** Funds deposited using the Mobile Deposit Service will be made available to you in accordance with the funds availability policy in your Deposit Agreement.
11. **Status Information Provided by the SNB Mobile App.** After you transmit images using the Mobile Deposit Service, you will be able to obtain information about the status of your deposit using the SNB Mobile App. This information is for your convenience only and is subject to change. For example, if a deposit that the SNB Mobile App identifies as approved is subsequently discovered to involve an ineligible item, we have the right to withdraw our approval and notify you that your deposit cannot be processed through the Mobile Deposit Service.
12. **Disposal of Transmitted Items.** You agree to retain each check that you transmit using the Mobile Deposit Service for at least sixty (60) calendar days from the date of the image transmission. After that 60-day period, you agree to destroy the check unless we notify you that your deposit of that check could not be processed through the Mobile Deposit Service. You agree that you will take all necessary efforts to safeguard any checks until they are destroyed. During the time the retained check is available, you agree to provide it to us within one (1) Business Day following receipt of our request. If we send you a notice that your deposit could not be processed through the Mobile Deposit Service, you may visit any of our branches for further information about to deposit the check.
13. **Errors.** You agree to notify us of any suspected errors regarding items deposited through the Mobile Deposit Service right away, and in no event later than thirty (30) days after your account statement is sent to you. Unless you notify us within the 30-day period, the account statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
14. **Chargebacks.** If a check deposited through the Mobile Deposit Service credited to your account is subsequently returned to us or is subsequently determined not to be an eligible item, we have the right to charge back that check to your account at any time. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of a returned or ineligible item.
15. **Terms.** You acknowledge and agree that the terms "check" and "item" in the Deposit Agreement include the images you make for deposit through the Mobile Deposit Service.
16. **Your Promises and Indemnification.** You promise us that:
  - You will not transmit any ineligible items.
  - You will not transmit duplicate items.
  - You will not transmit any item if you are aware of any facts or circumstances that may impair the collectability of that item.
  - The digital image of any check you transmit to us is a true and correct image of the original paper check and has not been altered in any manner by you or any third party acting on your behalf.
  - You have reviewed and confirmed that the image captured is identical in all respects to the original paper check and that the amount of the check captured is accurate.
  - You will not re-deposit or re-present the original item.
  - All information you provide to us is accurate and true.
  - You will comply with this Agreement and all applicable rules, laws, and regulations in using the Mobile Deposit Service.
  - You agree to indemnify, defend, and hold us harmless from any loss resulting from your breach of these promises, including any loss or costs we incur as a result of accepting and processing a check or item you submit to us through the Mobile Deposit Service. Your indemnification in this paragraph is in addition to, and does not replace, your general indemnification of us in this Agreement.
17. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions or poor-quality transmissions, and in the resolution of claims related to items transmitted through the Mobile Deposit Service, including providing, upon request and without cost to us, any originals or copies of items deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions.
18. **Change, Suspension or Discontinuance of Service.** We reserve the right to change, suspend, or discontinue the Mobile Deposit Service, in whole or in part, or to terminate your use of the Mobile Deposit Service, in whole or in part, immediately and at any time without notice to you. We reserve the right, in our sole discretion, to add features, eliminate features, or modify features of the Mobile Deposit Service from time to time. Any change will apply upon the effective date of the change, and will apply to your future use of the Mobile Deposit Service, and your continued use of the Mobile Deposit Service will indicate your acceptance of any changes to the Mobile Deposit Service.

## XV. FINANCIAL TOOLS

1. **Generally.** The account aggregation and digital money management tools and services that involve accessing third-party account information are collectively referred to as the "Financial Tools." The Financial Tools is a personal finance management tool that allows you to conveniently consolidate, organize, and track your financial information in one place. In addition to your SNB Accounts, you can also add accounts from other financial institutions that the Financial Tools provides links to, authorizing us to access and retrieve information from those accounts to provide a more complete financial picture. The Financial Tools also provides automated spending and cashflow insights and budgeting and debt management tools. You agree that, in order to provide the Financial Tools, we and/or our Service Providers must access third-party websites and databases to retrieve your information maintained by third parties with which you have customer relationships, maintain accounts or engage in financial transactions.
2. **Provide Accurate Information.** You agree that all information you provide to us in connection with the Financial Tools is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites that you include or access through the Financial Tools, and that you have the authority to (i) designate us and our Service Providers as your agent, (ii) use the Financial Tools, and (iii) give us and our Service Providers the passwords, usernames, and all other information you provide. We do not review your information for accuracy, legality or non-infringement.
3. **Content You Provide; Use of Your Personal Information and Data.** Your initial use of the Financial Tools, including without limitation setting up links to your third-party accounts in the Financial Tools, is your authorization for us or our Service Providers, as your agent, to access your designated third-party sites in order to retrieve information on a continuing basis. You are licensing to us and our Service Providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Financial Tools. You agree we may use and maintain your data separately and with that of other users of the Financial Tools and/or other services provided by us. You authorize us and our Service Providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Financial Tools or that we or our Service Providers retrieve on your behalf, for purposes of providing and improving the Financial Tools, to design promotions and offer to you or make you aware of products and services that may be of interest to you, and for other



business purposes. Except as otherwise provided herein, we or our Service Providers, including third-party customer data platforms, may store, use, change, display, or distribute such information or create new content using your personal information and data.

4. **Authority to Access Information.** You grant us and our Service Providers the continuing right to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations granted by you or through your account. For all relevant purposes, you grant us and our Service Providers the right to access third-party sites to retrieve information and use such information as described in this Agreement with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Financial Tools is not sponsored or endorsed by any third-party site. For purposes of this Agreement and solely to provide the Financial Tools, you grant us and our Service Providers a limited power of attorney, and appoint us and our Service Providers as your attorney-in-fact and agent, to access third-party websites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do on your own behalf. YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR OUR SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, WE/THEY ARE ACTING AT YOUR REQUEST AND WITH YOUR PERMISSION AND AUTHORIZATION, AND NOT ON BEHALF OF THEMSELVES OR THE THIRD-PARTY SITES.
5. **Privacy and Security.** Our Service Providers will have access to the authentication credentials that you provide for accessing third-party accounts and will use them to obtain your account information only. Our Service Providers are subject to confidentiality and security requirements. Neither your third-party authentication credentials nor your third-party full account numbers will be made available to SNB or visible to SNB employees. We will use, maintain and protect any other personal information, including your account information, that is made available through the Financial Tools in accordance with our Privacy Policy.
6. **Third-Party Accounts.** With respect to any third-party sites we may enable you to access through the Financial Tools or any non-SNB accounts you include in Financial Tools, you agree to the following:
  - You are responsible for all fees charged by the third party in connection with any non-SNB accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this Agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-SNB account, you agree to direct these to the account provider.
  - Any links to third party sites that we may provide are for your convenience only, and we and our Service Providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the Financial Tools, are services of the listed institutions. Neither we nor our Service Providers have responsibility for any transactions and inquiries you initiate at third-party sites. The third-party sites you select are solely responsible for their services to you. Neither we nor our Service Providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
  - We are not responsible for the accuracy of account information received from third-party websites. We may not be able to foresee or anticipate technical or other difficulties that may result in failure to obtain data or loss of data, personalization settings or other service interruptions. Further, we are not responsible for the timeliness, completeness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. Third-party account information may be more up-to-date when obtained directly from the relevant website.
  - You should periodically confirm the accuracy of your account information through sources independent of us.
7. **Insights.** "Insights" is a tool in the Financial Tools available through the SNB Mobile App that provides personalized insights, including information about your spending, deposits, subscriptions, and upcoming recurring payments, in a social-media-style feed to help you monitor and manage your finances. To make Insights more useful to you, you may provide feedback in the tool about which types of Insights you would like to see more or less of. You can delete Insights from your feed at any time within the SNB Mobile App. Insight content is based on information from your Accounts and other accounts you aggregate using the Financial Tools. You should not rely on Insights for legal, tax, financial or other professional advice. Insights are not necessarily provided in real-time.
8. **Limitations of Services.** Any information displayed or provided as part of the Financial Tools is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes.
9. **Termination.** Use of the Financial Tools to aggregate third-party accounts is completely voluntary and at your option. Removal of third-party aggregated accounts can be done by removing those accounts from the Financial Tools to stop aggregation services. Although you may remove accounts from the Financial Tools, you will remain enrolled in it as long as you have the SNB Mobile App. If you wish to discontinue the Financial Tools in SNB Online:
  - a. Send us a Secure Message through SNB Online; or
  - b. Contact us at (855) 614-4061.You agree that we must have a reasonable amount of time to act on your request. In addition, you agree that we may terminate or suspend your use of the Financial Tools at any time and for any reason or no reason, including your non-use of the Financial Tools.
10. **Financial Tools.** You acknowledge and agree that we may immediately deactivate or delete your account information from the Financial Tools and all related information including any external accounts added to the Financial Tools, any categorizations, goals, budgets or alerts set up in the Financial Tools and/or prohibit your further access to all related files and the Financial Tools. Once removed, this information cannot be retrieved and will need to be newly set up. Further, you agree that we will not be liable to you or any third party for any termination of your access to the Financial Tools.
11. **Anonymized Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Financial Tools, may be used by us and our Service Providers to conduct certain analytical research, performance tracking and benchmarking. We or our Service Providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. We and our Service Provider may also use, sell, license, reproduce, distribute and disclose aggregate non-personally identifiable information that is derived through use of the Financial Tools. Your personally identifiable information will not be sold to third parties.
12. **Your Conduct.** You agree not to use the Financial Tools or the content or information delivered through Financial Tools in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Financial Tools to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for us or our Service Providers or cause us to lose the services of our Service Providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the Financial Tools in such a manner as to gain unauthorized entry or access to computer systems.

## XVI. MANAGE CARDS

1. **Generally.** Manage Cards is a service in the SNB Mobile App that allows users to perform certain actions related to their accounts, including viewing electronic statements, activating cards, changing the Personal Identification Number (PIN), changing certain cardholder profile information (statement mailing address, email address, phone number), and placing travel notices on the applicable account. The service is only available for

personal credit cards, small business non-roll-up credit cards, and debit card holders. Certain features, including viewing electronic statements and updating mailing address are not available to debit card holders.

- Limitations.** Using the service to modify cardholder profile information will only cause such information to be updated on the applicable credit card or debit card account; it will not affect customer information maintained for other accounts. You will also not be able to use the service to modify profile information associated with an account that is less than thirty (30) days old. For joint accounts, certain features, including electronic statements and card activation, may only be available on the primary account. In addition, certain features, including card activation and travel notices, are not available for accounts that are in a negative status and travel notices may be limited to a certain number of days. We may add or cancel features of the Manage Cards service from time to time and we are not obligated to notify you when we do so.

**XVII. ALERTS/NOTIFICATIONS**

- Generally.** We provide three types of “Alerts”:
  - **“Security Alerts”** notify you when important changes are made online to your SNB Online account, such as changing your email or home address, telephone number, Online ID or password. Security Alerts are sent to your SNB Online email address on file or via SMS text to your phone. Security Alerts by email are automatic. You can also opt in to Security Alerts by text.
  - **“System Alerts”** notify you of important account activities or when certain changes are made to the Services. For example, you will receive a System Alert if you add a new payee or schedule a payment or transfer. System Alerts are sent to your SNB Online email address on file. System Alerts are automatic and certain alerts cannot be turned off.
  - **“Customer-Defined Alerts”** allow you to request an alert when certain user-defined conditions are met. For example, you can request a Customer-Defined Alert Notification when your account balance exceeds a certain threshold. You must select and activate Customer Defined Alerts and you may turn them off at any time. You are responsible to input accurate information to set up the Customer-Defined Alert. Customer-Defined Alerts are not made in real time and are generally sent once per day. Customer-Defined Alerts do not replace standard communications you receive from us concerning your Accounts. We are not responsible for any losses, damages, or expenses that may occur if a Customer-Defined Alert is not set up properly or is not processed as a result of factors beyond our reasonable control. Customer-Defined Alerts can be delivered by email notification, text message, voice call, or push notification to your mobile device based on where you set up the alert. Certain types of Customer-Defined Alerts, including Customer-Defined Alerts that relate to aggregated third-party accounts, may only be set up in the SNB Mobile App or the Manage Your Finances tab in SNB Online and can only be delivered as push notifications to your mobile device.
- Methods of Delivery.** We may provide Alerts through one or more channels (collectively, “EndPoints”): (a) a mobile device, by text message or voice call; (b) a mobile device, by push notification; or (c) an email account, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to ensure that each of your service providers for the EndPoints support the email, push notification, voice call, and text message Alerts provided through the Alerts service. You agree to provide us a valid and updated mobile phone number and/or email address so that we may send you Alerts. Different types of Alerts have different setup methods and available delivery channels as detailed in the chart below.

Type of Alert	Setup Method	Text Message	Push Notification	Email	Voice Call
Security Alerts	Automatic email, opt in for text alerts in “Delivery Preferences”	X	X	X	X
System Alerts	Automatic	X	X	X	X
Customer-Defined Alerts	SNB Online Services Tab under Alerts; SNB Mobile App SMS & Email Notifications under Settings	X	X	X	X
Customer-Defined Alerts	SNB Online Manage Your Finances tab; SNB Mobile App Push Notifications under Settings	X	X	X	X
Customer-Defined Alerts (Card Alerts)*	SNB Mobile App Account Details tab, Manage Alerts button (for credit card accounts and checking accounts with debit cards; excludes corporate and small business roll-up credit cards*)	X	X	X	X

\* Corporate card and small business roll-up accounts (Priority Destinations and Priority Rewards) may be automatically enrolled to receive a limited set of Card Alerts by email. These Card Alerts may be sent to email addresses on file for the corporate account manager and/or employee card holder. These Card Alerts cannot be set up or managed in SNB Mobile. To opt out of these Card Alerts, contact Bank Card Customer Service at (855) 614-4061.

- Text Messages.** The “SNB Transaction and Account Alerts” message program is operated by SNB and may send text alerts from short code number 50276 or 86434. From SNB Online or the SNB Mobile App, you can opt in to receive different types of accounts updates, purchase alerts and service alerts. Message frequency varies based on user settings and account activity. Message and data rates may apply. You may disable text alerts by turning them off in SNB Online or the SNB Mobile App, or by replying STOP to the applicable short code. If you have subscribed to multiple categories of text alerts and want to cancel all of them, you will need to opt out separately from each. If you cancel by texting STOP to a short code and you change your mind, please text START to start receiving text alerts again from that short code. You may also text HELP to the short code or call us at (855) 614-4061 for additional information. **Text alerts are not available for numbers outside the U.S.** Carriers are not liable for delayed or undelivered messages. Messages may be delayed or not delivered due to factors outside of their control. For more information, please see our Short Code Privacy Policy at <https://securitynational.bank/privacy-policy.html>.
- Limitations.** We may add or cancel Alerts from time to time. We usually notify you when we cancel Alerts, but we are not obligated to do so. We may also terminate this Alerts service at any time without prior notice to you. We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit Account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge that Alerts may not be sent in real time and your receipt of any applicable Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside our control. Card Alerts will not be provided for debit card transactions that require the use of a PIN. We neither guarantee the delivery nor the accuracy of the contents of any Alert. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any Alert, for any inaccurate or incomplete content in an Alert or for any actions taken or not by you or any third party as a result of an Alert.
- Alerts Not Encrypted.** As Alerts delivered via text, email and push notifications are not encrypted, we will never include your password or full

account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

#### **XVIII. PREMIER BUSINESS REWARDS BUSINESS CREDIT CARDHOLDERS ONLY**

1. **Generally; Limitations.** If you are a Business Customer with a Business Credit Card Account, you will not be able to obtain balance and transaction information for your Business Credit Card Account or to transfer money between your Business Credit Card Account and certain Accounts on SNB Online.

#### **XIX. ENTITLEMENTS FOR BUSINESS CUSTOMERS**

1. **Generally.** The Entitlements for Business Customers service ("Entitlements") allows businesses enrolled for SNB Online Business Banking to have multiple users with individual access to selected business Accounts. Authorized signers (each, a "Business User") for all the business's accounts also have the ability to create additional users for employees, an accountant, or others (each, a "Sub-user"). The Sub-user will log in with its own SNB Online credentials. For each Sub-user, the Business User must for each business Account, select one or more of the following access levels (defined below): No Access, View, Deposit and/or Withdraw (each, an "Account Access Level"). The default Account Access Level assigned to a Sub-user is No Access.
2. No Access. Hides the Account from the Sub-user's view.
3. View. Allows the Sub-user inquiry-only access to the selected Account; no money movement access is allowed
4. Deposit. Allows the Sub-user to make a mobile check deposit and transfer or receive a transfer into the Account.
5. Withdraw. Allows the Sub-user to initiate transfers or payments from the Account via Internal Transfer, External Transfer, and Online Bill Pay, if those features are enabled for the Sub-user. Providing access to these features allows the Sub-user access to those features without the ability for Business Users to see or review any payments or transactions.
6. Once an Account Access Level is selected, a Business User must confirm the Sub-user's accessible features (the "Feature Access Level"). The default Feature Access Level assigned to each Sub-user, including money movement, are enabled by default except for User Management Access. Business Users should not enable User Management access to prevent Sub-users from creating new users or modifying or deleting Business User or other Sub-user access. Descriptions of the features are available at <https://securitynational.bank/education-center.htm>. By providing access to these features, it is your responsibility as the Business User to add/remove access to all Accounts and features as appropriate.
7. Appointing a Sub-user within the Entitlements feature does not mean that such person has the same privileges or authorizations on the designated account(s) when banking by telephone or in-person.
8. Entitlements may not be available for certain accounts or customers, and we reserve the right to change, restrict, limit, deny, suspend or revoke Access Levels and any other access to Entitlements services in our sole discretion.
9. **Sub-User Authorization.** We will consider the appointment of a Sub-user by one Business User of an Eligible Account as a Sub-user appointed by all other owners of that Eligible Account. By granting User Management or Withdraw access to a Sub-user, you permit that Sub-user to create new users or modify and delete Business Users or other Sub-users access or initiate funds transfers or other transactions on an Eligible Account through an SNB Online Service. You hereby authorize all transactions performed by a Sub-user on an Eligible Account.
10. **Sub-User Appointments.** For each Sub-user appointment, you acknowledge and agree that:
  - Each Sub-user will be acting as your agent and has read, understood, and will be bound by this Agreement, and any amendments thereto, and any separate Other SNB Agreements that govern the Eligible Account(s).
  - Each Sub-user will access, view and transact on, as applicable, each Eligible Account, and use each Service in accordance with the Access Level granted to the Sub-user by you.
  - Each time the Sub-user accesses, views or transacts on, as applicable, an Eligible Account, you represent and warrant that you authorize the Sub-user's action.
  - If you allow a Sub-user to initiate funds transfers or other transactions, then you agree that for those transactions the Sub-user is an authorized signer on the Eligible Account, subject to the terms of the Other SNB Agreements for your applicable Eligible Account.
  - We may rely and act on the instructions of any Sub-user. All transactions performed by a Sub-user on an Eligible Account, including those that you personally did not want or intend, are transactions authorized by you.
  - If we get conflicting instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of a Sub-user, we may, at our sole discretion, remove, restrict, limit or suspend the Sub-user's access to Entitlements, an Eligible Account or an SNB Online Service.
  - You are responsible for monitoring the activity of your Sub-users, and the actions taken using your or your Sub-user's SNB Online credentials. You agree to review your list of Sub-users as frequently as necessary to ensure the list is current and the Access Levels are appropriate.
  - You are responsible for ensuring that each Sub-user maintains the confidentiality of the Sub-user's SNB Online credentials (user name, password and other security information), and complies with the password and Security Procedures in this Agreement.
11. **Your Responsibility.** You are solely responsible for managing access to your Eligible Accounts, including the Account and Feature Access Levels and revoking access, of your Sub-users. We are not responsible for any losses you or others may incur if your Sub-user(s) exceed his or her authority or if you fail to review or revoke access granted to Sub-users. You agree to indemnify, defend, release and hold us harmless for any loss, injury or damage you or others incur as a result of: the actions or inactions of your Sub-user; your failure or delay in notifying us of any modification or revocation of any Sub-user authorization; and/or any losses or damages you may incur before we have a reasonable opportunity to act on your notice or instruction.
12. **Modifying or Revoking Sub-User Authorization.** If you revoke Access for a Sub-user, any pending and scheduled transactions initiated by the Sub-user will continue to process unless you contact us to cancel the transaction prior to processing, in accordance with our policies and procedures. We reserve the right to remove, suspend, or limit the access of a Sub-user from an Eligible Account at any time, and for any reason, without notice to you, any Eligible Account owner or the Sub-user. If you tell us that a Sub-user is no longer authorized on your Eligible Account we will, after we have a reasonable opportunity to act on your notice, consider transactions performed by the Sub-user unauthorized, and we reserve the right, but not the obligation, to require verification from you and/or to deliver this notice to us in writing. If the Sub-user is designated as such on more than one of your Eligible Accounts, you must identify all of the Eligible Accounts affected.
13. **Our Termination of Sub-User Authority.** A Sub-user's authority on Eligible Account(s) will terminate:
  - after we have a reasonable opportunity to act on an Eligible Account owner or any authorized signer notifies us that the Sub-user's authority has been revoked.
  - An Eligible Account owner notifies us that the owner or an authorized signer who appointed the Sub-User is no longer an owner or authorized signer on the Eligible Account.
  - A formal written notice of the death or incapacity of the Eligible Account owner or authorized signer who was responsible for appointing the

Sub-user (applicable to sole proprietor business accounts only).

- The Sub-user is no longer enrolled in the Entitlements Service as a Sub-User.

## XX. FEES

1. **Monthly Fees.** Once you have signed up for SNB Online, you will be charged a monthly fee in accordance with our published fee schedule, whether or not you use SNB Online during the month unless, before the beginning of the month, you cancel your enrollment. If joint accountholders enroll separately in SNB Online, each will be considered as a separate SNB Online user and each will be assessed the applicable monthly fee. Monthly fees, if any, are generally payable in advance and will be deducted from your designated checking Account at the beginning of the month. Should your designated checking Account be overdrawn or have insufficient funds to cover a monthly fee, we still charge your checking Account for the fee and a special handling charge, or we may deduct it from any other Deposit Account. Fee waivers are applied on the first of the month. For Priority Banking fee waivers, you must have had an open Priority Banking checking account as of the last business day of the preceding month. For a fee waiver related to direct deposits, you must have had at least \$500 in direct deposits in the preceding month.
2. **Personal Checking Customers.\*** The fee schedule for personal-checking customers can be found at <https://securitynational.bank/checking-nebraska-iowa.html>.
3. **Business Checking Customers.\*** The fee schedule for business-checking customers can be found at <https://securitynational.bank/business-checking.html>.
4. \* All fees are subject to change by us from time to time. Contact us any time for a current fee schedule.
5. **Other SNB Fees Apply.** Fees for using SNB Online are in addition to the standard charges for your Accounts that apply without regard to SNB Online service. All of these charges are separately disclosed to you in the agreements that apply to such Accounts.
6. **Other Third-Party Fees.** You are responsible to pay for any other charges you may incur in connection with your use of SNB Online, such as long-distance charges, text messaging charges, or Internet service provider fees.

## XXI. NOTICES TO US; ERROR RESOLUTION PROCEDURES FOR CONSUMER ACCOUNTS

1. **In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (855) 614-4061. Or write us at SNB, P.O. Box 31400 Omaha, NE 68131. Contact us 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. When you contact us:
  - Tell us your name and account number;
  - 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; and
  - Tell us the dollar amount of the suspected error.
  - If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.
2. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (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 ten (10) Business Days, we may not provisionally credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your account.
3. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents that we used in our investigation.
4. **Your Liability for Unauthorized Transfers.** You must tell us IMMEDIATELY at the phone number or address listed in preceding section if you believe that your username, password, PIN or other personally identifiable information has been lost, stolen, compromised, or may have been discovered by a third party, or someone has transferred or may transfer money from your Account without your permission, or any of your Accounts have been improperly accessed. Telephoning us immediately is the best way to keep your possible losses down. You could lose all the money in your Accounts (plus the credit available under your line of credit). If you tell us within two (2) Business Days after you learn of the loss, theft, compromise, or discovery by a third party of your username or password, or the discovery of unauthorized use, you can lose no more than \$50 if someone used your username and password without your permission.
5. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, compromise or discovery of your username or password by a third party and we can prove we could have stopped someone from using your username and password without your permission if you had told us, you could lose as much as \$500.
6. 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 on which the problem or error appeared was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
7. **Our Liability for Failure to Complete Transactions.** If we do not complete an SNB Online transfer, or Bill Payment (collectively in this Section referred to as a "Transfer") to or from your Deposit Account on time or in the correct amount according to our agreements with you, we will be liable for your direct losses or damages. However, there are some exceptions. We will not be liable, for instance:
  - If, through no fault of ours, you do not have enough money in your Deposit Account to make the Transfer.
  - If any portion of the system used to access or use SNB Online was not working properly and you knew about the breakdown when you started the Transfer.
  - If circumstances beyond our control (such as strikes, riots, fire, flood, hurricane, power failure, equipment failure, government action, computer viruses, computer hackers, etc.) prevent the Transfer, despite reasonable precautions we have taken.
  - If you violate any law or regulation in connection with your use of SNB Online, including without limitation the sanctions laws administered by the U.S. Office of Foreign Asset Control.
  - If you did not properly follow the terms of this Agreement or online instructions on how to make the Transfer.
  - If you did not give us complete, correct, and current instructions regarding the Transfer.
  - If you did not authorize a payment soon enough for the payment to be made, transmitted, received, and credited by the payee on or before the due date.
  - If there are postal delays or processing delays by the Payee.
  - If your Computer Equipment malfunctioned for any reason.
  - If your Computer Equipment is unsuitable or incompatible for any Service, regardless of the cause of the error or failure.

- If the Transfer could not be completed because the SNB Online system was unavailable, as discussed in Article XXIII, Section 1 (System Unavailability).
  - If we or you terminate this Agreement before a Transfer is scheduled to occur.
- In addition to the above, there may be other exceptions stated in our agreements with you.
  - Consumer Users and Accounts Only.** The error resolution and liability terms in this Section apply solely to consumers making electronic transfers and do not apply to Investment Accounts, Trust Accounts, Insurance Policies, or Business Customers. Subject to applicable law, **if you are a Business Customer or if an Investment Account, Trust Account, or Insurance Policy is involved, you assume the entire risk for fraudulent, unauthorized, or otherwise improper use of SNB Online and/or your credentials.**
  - Notices to Us.** Unless we expressly state otherwise in this Agreement, any written notices to us concerning SNB Online must be sent by postal mail to the address shown in Article XXI, Section 1 (In Case of Errors or Questions About Your Electronic Transfers). You can also reach us at the telephone number above or by messages as described below for questions and other purposes concerning SNB Online, but such calls or messages will not constitute legal notices under this Agreement. Notice from any one of you will be effective for all of you. Your notices will be effective when we have had an opportunity to act upon the notice after it is received by us except as to situations in which this Agreement provides or contemplates an earlier effectiveness.

## XXII. MESSAGE SYSTEM AND OTHER COMMUNICATIONS

- Use Messages Only For Non-Urgent Communications.** SNB Online allows you to send us secure "Messages." We will not monitor our Message system continuously and your Messages to us may not be read for several hours or until the following Business Day. Therefore, you should not rely on Messages and if you need our immediate attention, call us at (855) 614-4061. For example, if you need to stop payment on a paper check, to report a lost or stolen card, or to report an unauthorized transaction from one of your Accounts, you should call us to ensure prompt action on your request. We will not take action based on your Message requests until we actually receive and read your Message and have a reasonable opportunity to act on it.
- Limitations of the Message System.**
- You cannot use email or Messages to initiate money-movement transactions on your Account.
- The Message system may not be used to submit transaction requests involving Investment Accounts, Trust Accounts, or Insurance Policies. Contact our Wealth Management Group directly to submit such transaction requests.
- We cannot act on email or other messages that you send us from an external email address (e.g., email outside the SNB Online system). If you would like to contact us, send us a Message through the Site using a web browser, or by other traditional means of contacting us, such as telephone, mail, or in person at an SNB branch.
- Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular mobile phone number) and/or email address, you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our Affiliates and agents. You further consent to receiving, text messages from us, and/or emails from us for marketing purposes in connection with SNB Online and the Services, and consistent with our Privacy Policy. Please review our Privacy Policy for more information.

## XXIII. SYSTEM UNAVAILABILITY, CUTOFF TIMES & ACCOUNT UPDATES

- System Unavailability.** SNB Online will not be available during periods of scheduled or unscheduled maintenance, with or without notice. Generally, weekly routine SNB Online maintenance will occur between the hours of 8:00 p.m. Saturdays through 4:00 a.m. Local Time, Sundays, but outages may vary depending on the Service Provider. There will also be brief daily maintenance or other unscheduled maintenance during which times SNB Online may not be available. SNB Online might also be unavailable as a result of unforeseeable events, such as earthquakes, fires, floods, computer failures, interruptions in power or telephone service, strikes, labor shortages, epidemics, pandemics, or in the event that we or the Service Provider determine that use of SNB Online does not comply with the requirements of applicable service agreements.
- Cutoff Times.** All Transfers and Bill Payments that you complete and transmit will generally be processed in accordance with the following cutoff times ("cutoff time") on every Business Day, although we cannot assure that this will not occasionally be later. Transactions transmitted at or after the actual cutoff time or on a day other than a Business Day will be processed on or after the cutoff time on the following Business Day. The cutoff time for Bill Payment Services will be as shown online in the Bill Payment Service.

SERVICE	APPLICABLE CUTOFF TIME
Bill Pay	9:00 p.m. Local Time
External Transfers	3:00 p.m. Local Time
Internal Transfers	Real time, unless scheduled, then 6:00 p.m. Local Time
Mobile Deposits	6:00 p.m. Local Time

- Deposit and Loan Accounts.** Transaction information for Deposit and Loan Accounts will be updated by about 8:00 a.m. Local Time, Monday through Friday, excluding the day following a holiday and at about 10:00 a.m. Local Time on Saturdays, although we cannot assure that this will not occasionally be later.
- Investment and Trust Account Updates.** Account information for Investment and Trust Accounts whose balances are displayed in SNB Online will generally be updated each Business Day when the market is open to reflect information from the prior Business Day when the market was open.
- Non-Liability.** We and our Service Provider cannot and do not assume responsibility for losses, damages, or expenses that may occur because the SNB Online is unavailable at any given time, even if that unavailability is unscheduled, or because Account information is not updated.

## XXIV. PRIVACY AND USE OF YOUR PERSONAL INFORMATION

- Your Privacy.** Protecting your privacy is very important to us. Please review our Privacy Policy (<https://securitynational.bank/privacy-policy.html>) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

2. **Information Authorization.** Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Services, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Services in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Services.
3. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
4. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with Service Providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our Service Providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.
5. **Our Reserved Rights.** We also reserve the right to use personal information about you for our and our Service Providers' use to send you information about our and our Service Providers' products and services.
6. **Privacy of Others.** If you receive information about another person through a Service, you agree to keep the information confidential and only use it in connection with such Service.

#### XXV. TERMINATION OF SNB ONLINE ENROLLMENT OR ACCOUNTS

1. **Termination, Cancellation, or Suspension.** Either you or we may terminate this Agreement at any time. You may do so by contacting us by email, letter, or telephone call with your request and after a reasonable period of time for us to review and respond to your request. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of any or all Services at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement. Termination, in whole or in part, may result in discontinuance of Services, in whole or in part as applicable, and may result in deletion, forfeiture and destruction of information associated with your Account. We are not required to reinstate or re-activate any or all of the Services.
2. **Effect of Closing Accounts.** If you cease to have any Accounts with us, we reserve the right to terminate your SNB Online enrollment without notice. If either you or we close an Account while there are any payments pending, this will cancel all payments scheduled to be made from that Account but will not terminate this Agreement as to other Accounts. In all cases, you will remain responsible for all Transfers or Bill Payments that you have requested even if the Account is closed unless all Transfer(s) and/or Bill Payment(s) are cancelled as provided in SNB Online.

#### XXVI. CHANGES TO THIS AGREEMENT AND THE SERVICES

1. **Our Rights.** We may change this Agreement by modifying any or all of its terms, or by adding new terms or removing some of its terms. For example, changes may include increases or decreases in the monthly fees payable under this Agreement, or the addition of new fees for other services offered under this Agreement. We may also change, add, limit, suspend, delete, discontinue or impose restrictions features or Services, or any part of it, at any time without notice. We will give you notice of all changes to this Agreement and the Services as set forth below. Your continued use of SNB Online will signify that you agree with the changes.
2. **Notice of Changes.** We will provide you with advance notice of any change unless: (i) we believe that immediate implementation of the change is necessary to protect the security or integrity of the SNB Online system; (ii) the change is an enhancement to SNB Online; or (iii) the change does not increase your obligations or reduce your rights under the Agreement or with regard to SNB Online.
3. **Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the applicable Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. Notices will be effective on the earliest of when the notice is displayed upon login to SNB Online, when the notice is deposited with the U.S. Postal Service, or when the notice is transmitted by email or text, unless we indicate within the notice a later effective date.

#### XXVII. DISCLAIMER OF WARRANTIES, INDEMNIFICATION, RELEASE, AND LIMITATION OF LIABILITY

1. **No Warranties.** SNB Online provides information furnished by third parties, which may include links to other websites. Our Service Provider may be furnishing this information and these links. However, neither the Service Provider nor we are or will be making any warranties, express or implied, regarding this information or any links to other websites, and we assume no responsibility for the accuracy, completeness, reliability, or suitability of the information provided by our Service Provider or other third parties or the information, offers, or activity found on other websites to which you may be sent via a link on SNB Online.
2. **YOU AGREE YOUR USE OF SNB ONLINE, INCLUDING ALL SERVICES AND PLATFORMS, AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK.**
3. **SNB ONLINE AND THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE**

CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF SNB ONLINE MAY BE INTERFERRED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

4. NEITHER WE NOR OUR SERVICE PROVIDERS MAKE ANY WARRANTY THAT: (A) SNB ONLINE WILL MEET YOUR REQUIREMENTS; (B) SNB ONLINE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM SNB ONLINE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH SNB ONLINE WILL MEET YOUR EXPECTATIONS; AND (E) ANY ERRORS IN SNB ONLINE WILL BE CORRECTED.
5. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH SNB ONLINE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR OUR SERVICE PROVIDERS THROUGH OR FROM SNB ONLINE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
6. **Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THEIR AFFILIATES AND THE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND AGENTS OF EACH OF THESE, FROM ANY LOSS, DAMAGE, CLAIM OR DEMAND (INCLUDING SETTLEMENT AMOUNTS AND ATTORNEYS' FEES) MADE OR INCURRED BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT AND/OR YOUR ACCESS TO OR USE OF SNB ONLINE, OR ANY PORTION THEREOF, INCLUDING THE SERVICES, OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANYONE.
7. **Release.** YOU RELEASE US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE THAT MAY ARISE BETWEEN YOU OR ONE OR MORE OTHER USERS OF SNB ONLINE, OR ANY PORTION THEREOF, INCLUDING ANY SERVICES. In addition,
8. if applicable to you, you waive California Civil Code § 1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
9. **No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
10. **Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICES AND THE PORTION OF SNB ONLINE THROUGH WHICH THE SERVICES IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF SNB ONLINE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF SNB ONLINE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN ARTICLE XXVIII (AGREEMENT TO ARBITRATE CLAIMS) BELOW WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
11. YOU FURTHER AGREE THAT NEITHER WE NOR OUR AFFILIATES OR SERVICE PROVIDERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, DATA, OR OTHER LOSSES RESULTING FROM (i) THE INABILITY TO USE, INTERRUPTION OF USE, OR TERMINATION OF USE OF SNB ONLINE, OR ANY PORTION THEREOF OR PLATFORM THEREFOR, (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM SNB ONLINE, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON SNB ONLINE, OR (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE; REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF SUCH DAMAGES WERE REASONABLY FORSEEABLE AND/OR WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

#### **XXVIII. ARBITRATION.**

1. Any claim, dispute, or controversy ("**Claim**") arising out of or relating in any way to: (i) this Agreement; (ii) your access to and use of the Services (iii) advertisements, promotions or oral or written statements related to the Services, as well as goods or services purchased with the Services; or (iv) transactions made using the Services, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Douglas County, Nebraska. **ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.**
2. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).
3. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.
4. **NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**
5. This arbitration provision shall survive: (i) the termination of the Agreement; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment of your right to receive Services, or any amounts owed on your Accounts, to any other person or entity; or (iv) closing of your Accounts or the Services. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.
6. **IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE SERVICES.**

## **XXIX. OTHER IMPORTANT TERMS**

1. **Prohibited Payments.** The following types of payments are prohibited through the Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
  - Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States).
  - Payments that violate any law, statute, ordinance or regulation.
  - Payments that violate the Acceptable Use terms in the paragraph below.
  - Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction.
  - Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes.
  - Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services.
  - Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us of any violations of this Agreement.
2. **Acceptable Use.** You agree to use the Services for your own personal use and only in a manner that complies with all laws that apply to you. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of SNB Online, including all features and the Services, regardless of the purpose of the use, and for all communications you send through the Services. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using SNB Online for communications, payments, transfer or other activities that: (a) violate any law, statute, ordinance, rule or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) include any material or information that is false, misleading, or inaccurate; (f) include any material that would expose us or any of our Affiliates or Service Providers or any other third party to liability; (g) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (h) impose an unreasonable or disproportionately large load on our infrastructure; (i) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (j) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy any Service or the portion of the Site through which the Service is offered without our prior written permission; (k) constitute use of any device, software or routine to bypass technology protecting the Site or any Service, or interfere or attempt to interfere, with the Site or any Service; or (l) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us of any violations of this Agreement.
3. **Prohibited Communications on SNB Online.** In addition to the above, and without limiting the foregoing, SNB Online shall not be used to transmit or disseminate material or data, that is illegal, or material or data, as determined by us (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of us or any Service Provider; or material or data using language or



imagery that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), gambling-related (e.g., casinos, lotteries), or specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier.

4. **Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through our Services. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Providers also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.
5. **General Prohibitions.** You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; (b) use or attempt to use a third party's account; (c) interfere in any manner with the provision of SNB Online, the security of SNB Online, or other SNB Online users; or (d) otherwise abuse or exploit SNB Online. Without limiting the foregoing, you agree that you will not use SNB Online to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by us (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of us, our Affiliates, or any Service Provider involved in the provision of SNB Online.
6. **Monitoring/Recording Telephone Calls.** Our supervisory personnel may listen to and record your telephone calls to us for the purpose of monitoring and improving the quality of service you receive.
7. **Emergency Situation.** In the event of an emergency situation beyond our reasonable control, such as an "act of God," war, fire, flood, natural disaster, computer failures, interruptions in power or communications services, strikes, labor shortages, epidemics or pandemics, services involving your Account could be available only in a modified or reduced form or could be entirely unavailable. Unless expressly prohibited by applicable law, you agree that we will have no liability to you for such modification, reduction, or unavailability of services caused by an emergency situation.
8. **Intellectual Property.** All marks and logos related to SNB Online or any Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or any Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to SNB Online and the Services, the technology related to the Site and the Services, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or any Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.
9. **Improper Use.** You may not use SNB Online: (a) in any anti-competitive manner; (b) for any purpose which would be contrary to our business interest; or (c) to our actual or potential economic disadvantage. You may not, directly or indirectly, (i) decipher, decompile, disassemble, reverse engineer, reverse compile or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of Services or any technology used to provide the Services, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, reproduce, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive under this Agreement.
10. **Eligibility.** SNB Online is offered only to persons or entities who can form legally binding contracts under applicable law. Without limiting the foregoing, we may, in our sole discretion, permit certain minors to use SNB Online, such as where the minor is joint on an Eligible Account with a parent or guardian as a co-signor or guarantor and in such cases certain features or Services, including External Transfers, and Bill Payment are unavailable. By using SNB Online, you represent that you meet these requirements and you agree to be bound by this Agreement.
11. **Our Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the SNB Online and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law, or otherwise.
12. **Services Disclaimer.** The Services are not intended to provide legal, tax or financial advice. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought; before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant, attorney or other financial or tax advisors who are fully aware of your individual circumstances. We and our Service Providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on SNB Online. Further, we and our Service Providers are not responsible for any credit, insurance, employment or investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. We and our Service Providers do not warrant that the Services comply with the requirements of FINRA or those of any other organization anywhere in the world.
13. **No Obligation.** By using SNB Online and the Services, you agree that we are not obligated to comply with any testing or customer reviews or provide documentation evidencing our compliance with laws or the Agreement, including, without limitation, requests for internal or external control testing, internal policies and procedures, incident reports, or any other similar documentation.
14. **Address or Banking Changes.** Except for customers with non-U.S. addresses and phone numbers, which do not appear in the user profile, it is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions, or contact information.
15. **Assignment.** We can assign any or all of our rights and obligations under this Agreement to a third party. You cannot sell, assign or transfer any of your obligations under this Agreement, whether in whole or in part.
16. **Governing Law and Jurisdiction.** Nebraska law and applicable U.S. federal law and regulations govern this Agreement, even if the laws of another jurisdiction govern your Deposit Agreements and/or Credit Agreements. You agree that any legal action that may be filed by you elsewhere

will be transferred to the appropriate court in Nebraska, if we decide we want it to be transferred. The end user agreement and software license with the Service Provider may provide for the law of another state to apply.

17. **Export Restrictions.** You acknowledge that SNB Online, the Services and any software underlying the same are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that SNB Online may include technical data subject to export and re-export restrictions imposed by U.S. law.
18. **Enforcing this Agreement.** If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.
19. **Headings.** The headings in this Agreement are used here for convenience, and do not define, limit or enlarge the scope of this Agreement of any of its provisions.

Attorney Reference 6427027.2

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