

## **INTERNET BANKING ACCESS USER AGREEMENT (Effective July 2021)**

Please read carefully this Internet Banking Access User Agreement for Nebraska State Bank & Trust Co. The agreement includes disclaimers of liability and other matters of interest to users. By pressing the online "I Agree" button, you agree to the terms and conditions of the User Agreement which includes a consent to future amendments of the Agreement. By pressing "I Disagree", you will be returned to the initial log on screen.

If you wish to have a hardcopy of this agreement, either print a copy now, or call NSB&T at 1-308-872-2466.

### **1). WHAT THIS AGREEMENT COVERS**

This Internet Banking Agreement between you and Nebraska State Bank & Trust Co. governs your use of NSB eBank, an electronic service that permits NSB&T customers to access personal financial services through the use of the World Wide Web. Accounts and services provided by NSB&T that you access through NSB eBank are also governed by other agreements with you.

This Agreement governs your use of NSB eBank and NSB ePay. In this Agreement we will use the term "NSB eBank " to refer to both NSB eBank and NSB ePay. Additional services may be available in the future.

In addition to this Agreement, our Privacy Policy also applies to your Accounts. NSB eBank You may use NSB eBank to access your NSB&T Accounts through the Internet. Currently, you can access your savings, checking and loan accounts. You may also use NSB eBank to access our bill payment service NSB ePay through the Internet.

#### **Terms Used in this Agreement**

"We," "us," "our", and " NSB&T " refer to the Nebraska State Bank & Trust Co., located in Broken Bow, Nebraska. "You" or "your" refers to the owner of a Nebraska State Bank & Trust Co. consumer account or your authorized representative; "Account" refers to any Consumer deposit account maintained at an FDIC insured Nebraska State Bank & Trust Co.; "Consumer" refers to a natural person who owns a NSB&T Account with respect to which an internet banking service is requested primarily for personal, family or household purposes; "Authorized representative" refers to a person with authority of any kind with respect to an NSB eBank Account or a NSB ePay Transaction.

#### **Accepting the Agreement**

You understand that by using NSB eBank you have agreed to the terms and conditions of this Agreement and that no signature by you is required on this Agreement. You agree to use NSB eBank solely as provided in this Agreement and the applicable online instructions. When any transfer, payment or online service generates items to be charged to your NSB&T Account, you agree that we may debit your Account without requiring your signature on the item and without prior notice to you. We may, from time to time, introduce new NSB eBank services. When this happens, we will update the Website to include them. By using any NSB eBank service, you agree to be bound by the terms contained in this Agreement at that time.

#### **Changes in Terms/Fees**

We may change the NSB eBank services and the terms, including fees, set forth in this Agreement at any time. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. You understand that by using NSB eBank after a change becomes effective, you have agreed to it.

#### **Maintaining Your Accounts**

You agree to properly maintain your NSB&T Accounts, to comply with the rules governing your NSB&T

Accounts, and to pay any fees associated with the use or maintenance of your NSB&T Accounts. Any issue relating to a NSB&T Account or service with NSB&T or any NSB&T affiliate which you access through NSB eBank shall be governed by the law(s) specified in the agreement for that NSB&T Account or service. Your NSB&T Accounts and loans can be viewed and accessed in NSB eBank. The Terms and Conditions of your Account Agreements and your loan agreements will govern, except where it is noted in this Agreement. This Agreement will control if there is a conflict with your other agreements and this Agreement for NSB eBank Services. In addition, each NSB&T Account and NSB eBank service is subject to the following: Terms or instructions appearing on a screen when using NSB eBank and NSB ePay; NSB&T's rules, procedures and policies applicable to NSB&T Accounts; Rules and regulations of any funds transfer system used in connection with NSB eBank and NSB ePay; and Applicable state and federal laws and regulations.

### **Access to NSB eBank**

You may access NSB eBank and your NSB&T Accounts through NSB eBank to check balances, transfer funds, view transaction history, and to pay bills. To access your NSB&T Accounts or use NSB eBank you must have a USER CODE and a PASSWORD and the required hardware and software. You are solely responsible for having the required hardware and software and for securing an Internet service provider. Subject to the terms of this Agreement, you will generally be able to access your Accounts at WWW.NESB.BANK Internet site seven days a week, 24 hours a day. A transfer requested through NSB eBank before the transfer cutoff time on a business day will generally be posted to your NSB&T Account the same day. All transfers requested after the posted transfer cutoff time on a business day or on a day that is not a business day, will be posted on the next business day. Every day is a business day except Saturdays, Sundays, and banking holidays.

### **User Code and Password**

You may Access your NSB&T accounts at nesb.bank. Click Enroll for first-time Personal Users to create a Username and Password. Business Users will be required to call NSB&T. Going forward, you can change your password online at any time for NSB eBank. We recommend that you change your password regularly.

### **Electronic Mail (E-mail)**

You can communicate with us via e-mail at nsb@nesb.bank. Please remember, however, that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please call 1-308-872-2466. No action will be taken on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use e-mail to make a bill payment, account balance inquiry or funds transfer. You cannot use e-mail to cancel a transfer, loan payment or bill payment. Never send us your NSB eBank USERCODE or your PASSWORD or other sensitive NSB&T Account information via e-mail.

### **Account Statements**

All of your daily transactions, payments, and funds transfers will appear on NSB eBank and on your Account statement(s). You can download your statement into your Quicken, QuickBooks or Money manager software. You can access transactional information for your current and previous bank statement. You generally have up to 30 days after the last day of your previous statement (or 30 days after your previous statement is prepared) to export the information.

## **2). NSB eBank ONLINE BANKING SERVICES**

### **Available Services**

By accessing NSB eBank, you may obtain balance information, review transaction history and transfer funds between your NSB&T Accounts. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day.

### **Linked Accounts**

All your NSB&T Accounts within an individual NSB&T portfolio will be linked by means of the Social Security Number of all individual owners or Authorized Representatives authorized to access those

NSB&T Accounts. Linked NSB&T Accounts will appear together in NSB eBank. Each owner and Authorized Representative will be able to access, view and conduct transactions in all of the linked NSB&T Accounts. If you do not have access to all of the accounts you believe you should, please contact us.

### **Business Days**

Our business days (“Business Days”) are Monday through Friday, except bank holidays. Although transfers and bill payments are processed by NSB&T on business days only, you can initiate a transfer or payment through NSB ePay 24 hours a day, seven days a week, except during maintenance periods; however, the transfer or bill pay may not be completed on that day.

## **3). ePay ONLINE BANKING SERVICE**

### **Bill Payments**

NSB ePay allows you to make bill payments through NSB eBank. You can arrange for the payment of your current, future and recurring bills from your NSB&T checking account. Accounts that require two or more signatures or authorizations to withdraw or transfer funds may not be used as NSB ePay Account. There is no limit to the number of payments that may be authorized. However, only one, one-time payment and one recurring payment may be sent to each payee on the same day. You may pay almost anyone within the United States through NSB ePay providing you input complete and reliable information. A Payee can be either a Business Payee or a Non-business Payee. A Business Payee, may, for example, be a business, merchant, or other professional who provides goods or services to you. A Non-business Payee is an individual, family member, or friend. The mailing address of any Payee must be in the United States. You are responsible for ensuring that you provide us with a correct address. You may not pay alimony, child support, taxes or other governmental fees or court-directed payments or make payments to anyone outside the United States through NSB ePay. By furnishing us with the names of your payees and their addresses, you authorize us to follow your payment instructions to these Payees that you provide us.

### **Payee Information**

In addition to your Payee names and addresses, we will need the account number for each Business Payee (name, address and account number together are “Payee Information”) to properly credit your payments. Please note that your Business Payee may require that payments be sent to a specific address; this mailing address may be different than other addresses that appear on your invoice or billing statement. You may need to contact the Business Payee to obtain their payment mailing address. Payee information is retained in NSB ePay and can be retrieved by you at any time. Additions, deletions, and changes to Payee information can be made at any time from your PC, subject to the timing requirements noted in the Stop or Change Instructions section. Payee information in NSB ePay is used solely for the purpose of processing payments from your NSB&T Accounts. Payee information is subject to NSB&T’s Privacy Policy as described in the Disclosure of Information section of this Agreement. The date the payment is to be sent by us, whether electronically or by check, is called the “Date Check is to be Issued”. When we receive a payment instruction (for the current or a future date), we will make payment to the payee on your behalf from the funds in your NSB&T Account on the Date Check is to be Issued.

**IMPORTANT:** The “Date Check is to be Issued” is NOT when the payment is due. Be sure to read the instructions on the NSB ePay “Add Payment” web page for handling information. We will not be obligated to make a payment unless your NSB&T Account has sufficient funds to pay the bill on the Date Check is to be Issued. Funds for ALL bill payments (whether we make these payments electronically or by check) will be withdrawn from your NSB&T Account on the scheduled Date Check is to be Issued.

### **Scheduling Payments**

There will be a delay between the Date Check is to be Issued (the date your payment is sent) and the date the payee receives that payment. Any payments made through NSB ePay require sufficient time for your payee to receive your payment and credit your payment properly. To avoid incurring finance or other charges, you must schedule your payment sufficiently in advance of the due date. When you schedule payments, YOU MUST SCHEDULE RECURRING PAYMENTS AT LEAST FIVE (5) FULL BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE AT YOUR PAYEE. INITIAL PAYMENTS TO A

PAYEE SHOULD BE ISSUED AT LEAST SEVEN (7) FULL BUSINESS DAYS PRIOR TO THE DUE DATE.

### **Stop or Change Instructions**

You have the right to stop or change any onetime bill payment. However, you must cancel the payment by no later than 2:00 PM (Central Time), at least one (1) business day prior to the day the payment is to be issued by calling Nebraska State Bank & Trust Co. at 1-308-872-2466. You can also stop a recurring payment by calling us at 1-308-872-2466 four (4) business days or more before the Date Check is to be Issued.

### **NSB eBank Accounts Accessible by More than One Person**

If your NSB eBank Account is owned by more than one person or is accessible by one or more authorized representative, each such owner or authorized representative may individually access those NSB&T Accounts in NSB eBank. Each owner or authorized representative needs a unique USER CODE and PASSWORD. The terms of this Agreement will apply to each person.

### **4) ELECTRONIC FUNDS TRANSFERS**

NSB eBank enables you to transfer funds to or from your NSB&T Accounts. The Electronic Funds Transfer Act provides you with certain rights and responsibilities with respect to certain of these transfers, called "Electronic Funds Transfers" ("EFT") Your Rights and Responsibilities are fully described in our Electronic Fund Transfers disclosures that have been separately provided to you.

### **Your liability**

Tell us AT ONCE if you believe your user code and/or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your user code and password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your user code and/or password, and we can prove that we could have stopped someone from using your user code and/or password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money 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. If you believe that your user code and/or password has been lost or stolen or that someone has transferred money from your account without your permission, call or write us at the telephone number or address set forth below.

### **Telephone Number and Address**

Call us IMMEDIATELY if you believe that your USER CODE or your PASSWORD has been lost or stolen, or if you believe someone has transferred or may transfer money from your NSB&T Account without your permission, or if you suspect any fraudulent activity on your NSB&T Account. **1-308-872-2466** Or write to: **Nebraska State Bank & Trust Co. PO Box 688, Broken Bow, NE 68822**

### **5) OUR LIABILITY**

Our liability to you is limited to the extent stated in any other Account and/or loan agreements, notices, and disclosures that are separately provide to you from time to time regarding your NSB&T Accounts and/or this Agreement. This section explains the complete extent of our liability to you to only to the extent that it has not been separately disclosed to you by any of these agreements, notices, or disclosures. NEITHER NEBRASKA STATE BANK & TRUST CO., NOR ANY OF ITS DIRECTORS, EMPLOYEES OR AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OR QUALITY OF THE NSB eBank SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USING THE NSB eBank SERVICES. NSB&T SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY

OR WARRANTIES AGAINST INFRINGEMENT. NEITHER NSB&T, NOR ANY OF ITS DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE USE, OR ATTEMPTED USE, OF THE NSB eBank SERVICE, OR ITS CONTENT, INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO: YOUR USE, OR INABILITY TO USE, THE NSB eBank SERVICE; ANY ERRORS, OMISSIONS OR DEFECTS IN ANY CONTENT; ANY INTERRUPTIONS OR DELAYS IN TRANSMISSION NOT TO THE NSB eBank SERVICE; OR COMPUTER VIRUSES RECEIVED BY YOU AS A RESULT OF YOUR USE OF THE NSB eBank SERVICE. IN ANY EVENT, ANY LIABILITY OF NSB&T, ITS EMPLOYEES, AGENTS, CONTENT PROVIDERS AND LICENSORS SHALL NOT EXCEED THOSE AMOUNTS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT. Further, we will not be obligated to honor, in whole or in part, any transaction or instruction which: is not in accordance with any term or condition applicable to the relevant service in this Internet Banking Agreement or your NSB&T Account Agreement; we have reason to believe may not have been authorized by you or any third person whose authorization we believe is necessary, or which involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal; would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority; is not in accordance with any other requirement of our applicable policies, procedures or practices; or we have reasonable cause not to honor for your protection, or ours.

#### **Your Indemnification**

You agree to indemnify and hold us, our directors, officers, employees and agents harmless from any and all loss, liability, claims, demands, judgments and expenses (including attorney's fees) arising out of, or in any way connected with, your use or misuse of NSB eBank. This indemnification is provided without regard to whether our claim for indemnification is due to the use of NSB eBank by you, or your authorized representative.

### **6) GENERAL PROVISIONS**

#### **Termination**

Unless otherwise required by applicable law, NSB&T may terminate this Agreement and/or your access to NSB eBank, in whole or in part, at any time. We may terminate or reinstate your access to NSB eBank, in whole or in part, at our discretion, at any time. If reinstated, the current terms of this Agreement will control. You may request reinstatement of NSB eBank by calling Nebraska State Bank & Trust Co. at 1-308-872-2466.

#### **Assignment**

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NOTICES**

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

#### **Nebraska State Bank & Trust Co. Alerts Terms and Conditions**

**Alerts.** Your enrollment in Nebraska State Bank & Trust Co. Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Nebraska State Bank & Trust Co. account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Nebraska State Bank & Trust Co. reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Nebraska State Bank & Trust Co. Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Nebraska State Bank & Trust Co. Online Banking. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at (308) 872-2466. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Nebraska State Bank & Trust Co. provides 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 and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Nebraska State Bank & Trust Co.'s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Nebraska State Bank & Trust Co., its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode 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.