ONLINE BANKING SERVICE AGREEMENT

Please read carefully this Online Banking Service 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 Online Banking Service 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 Online Banking Service Agreement between you and Nebraska State Bank & Trust Co. governs your use of NSB&T online banking, 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&T online banking are also governed by other agreements with you.

This Agreement governs your use of NSB&T online banking and NSB&T online bill payment. In this Agreement we will use the term “NSB&T online banking “to refer to both NSB&T online banking and NSB&T online bill payment. Additional services may be available in the future.

In addition to this Agreement, our Privacy Policy also applies to your Accounts. You may use NSB&T online banking to access your NSB&T Accounts through the Internet. Currently, you can access your savings, checking and loan accounts. You may also use NSB&T online banking to access our bill payment service NSB&T online bill payment 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 online 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&T online banking Account or a NSB&T online Bill Payment Transaction.

Accepting the Agreement
You understand that by using NSB&T online banking 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&T online banking 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&T online banking services. When this happens, we will update the Website to include them. By using any NSB&T online banking 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&T online banking 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 electronic message. You understand that by using NSB&T online banking 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&T online banking 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&T online banking. 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&T online banking Services. In addition, each NSB&T Account and NSB&T online banking service is subject to the following: Terms or instructions appearing on a screen when using NSB&T online banking and NSB&T online bill payment; 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&T online banking and NSB&T online bill payment; and Applicable state and federal laws and regulations.

Access to NSB&T online banking
You may access NSB&T online banking and your NSB&T Accounts through NSB&T online banking to check balances, transfer funds, view transaction history, and to pay bills. To access your NSB&T Accounts or use NSB&T online banking you must have a USER ID 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&T online banking 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 ID and Password
You may Access your NSB&T accounts at www.nesb.bank. Click Enroll for first-time Personal Users, Business Users will be required to call NSB&T.

Your User ID must be between 9 to 26 characters in length and may be made up of letters, numbers and special characters. Your User ID is NOT case sensitive.

Your Password must be between 9 to 32 characters in length and must contain all of the following:

- a lowercase letter (a-z)
- an uppercase letter (A-Z)
- a digit (0-9)
- and a special character

Going forward, you can change your User ID and/or Password online at any time for NSB&T online banking. We recommend that you change your password regularly.

NSB&T utilizes one-time-passcodes (OTPs) to authenticate each online banking user. Users must have a valid mobile phone number and email address on file with NSB&T to access their accounts via online banking.

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&T online banking USER ID 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&T online banking and on your Account statement(s). You can download your statement into your Quicken or QuickBooks. 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&T Online Banking Services

Available Services

By accessing NSB&T online banking, 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&T online banking. 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&T online bill payment 24 hours a day, seven days a week, except during maintenance periods; however, the transfer or bill payment may not be completed on that day.

3. Online Bill Payment Banking Service

NSB&T Online Bill Payment allows you to make bill payments through NSB&T online banking. If you choose to enroll in our optional Online Bill Payment Service, you must agree to the separate **Bill Payment Terms of Service** at the time of enrollment.

4. NSB&T Online Banking Accounts Accessible by More than One Person

If your NSB&T online banking 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&T online banking. Each owner or authorized representative needs a unique USER ID and PASSWORD. The terms of this Agreement will apply to each person.

5. Electronic Funds Transfer

NSB&T online banking 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 ID 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 ID 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 ID and/or password, and we can prove that we could have stopped someone from using your user ID 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 ID 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 ID 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**

6. 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&T ONLINE BANKING SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USING THE NSB&T ONLINE BANKING 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&T ONLINE BANKING SERVICE, OR ITS CONTENT, INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO: YOUR USE, OR INABILITY TO USE, THE NSB&T ONLINE BANKING SERVICE; ANY ERRORS, OMISSIONS OR DEFECTS IN ANY CONTENT; ANY INTERRUPTIONS OR DELAYS IN

TRANSMISSION NOT TO THE NSB&T ONLINE BANKING SERVICE; OR COMPUTER VIRUSES RECEIVED BY YOU AS A RESULT OF YOUR USE OF THE NSB&T ONLINE BANKING 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 Online 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&T online banking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of NSB&T online banking by you, or your authorized representative.

7. General Provisions

Termination

Unless otherwise required by applicable law, NSB&T may terminate this Agreement and/or your access to NSB&T online banking, in whole or in part, at any time. We may terminate or reinstate your access to NSB&T online banking, 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&T online banking 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.

Headings

The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

MOBILE BANKING SERVICE TERMS AND CONDITIONS

(Effective November 2025)

Thank you for using Nebraska State Bank & Trust Co. Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at any time. In case of questions please contact customer service at 308-872-2466 or visit www.nesb.bank.

1. **Program**

Nebraska State Bank & Trust Co. offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message & Data rates may apply. Customers will be allowed to opt out of this program at any time.

2. **Questions**

You can contact us at 308-872-2466, or send a text message with the word "HELP" to this number: 99588. We can answer any questions you have about the program. To stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 99588. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

3. **Terms & Conditions**

By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Nebraska State Bank & Trust Co. or any service provider.

4. **Privacy and User Information**

You acknowledge that in connection with your use of Mobile Banking, Nebraska State Bank & Trust Co. and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive 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 Mobile Banking or the Software (collectively "User Information"). Nebraska State Bank & Trust Co. and its 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 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. Nebraska State Bank & Trust Co. and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software 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.

5. Restrictions on Use

You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software 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 Nebraska State Bank & Trust Co. (in its 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 Nebraska State Bank & Trust Co. or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data 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), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Nebraska State Bank & Trust Co., any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

6. Use of Google Maps

You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal notices_maps.html, or other URLs as may be updated by Google. Mobile Deposit Terms and Conditions This Addendum ("Addendum") to the Nebraska State Bank and Trust Company Online Banking Agreement and Nebraska State Bank and Trust Company Mobile Banking Agreement between you and Nebraska State Bank and Trust Company sets forth the terms and conditions of Nebraska State Bank Mobile Deposit (the "Service"), which allows you to deposit certain checks into certain deposit accounts that are eligible to receive mobile deposits ("Mobile Deposit Accounts") via an application (the "App") installed on your supported mobile device. The App is considered part of the Service. Except as modified by this Addendum, all terms and conditions in the Nebraska Bank and Trust Company Online Banking and Nebraska State Bank and Trust Company Mobile Banking Agreement remain in full force and effect. If there is a conflict with the Nebraska State Bank and Trust Company Online Banking and Nebraska State Bank and Trust Company Mobile Banking Agreement (in either case, the "Agreement") and this Addendum, this Addendum shall control. By enrolling in the Service, you agree to be legally bound by this Addendum and the Nebraska State Bank and Trust Company Online Banking and Nebraska State Bank and Trust Company.

7. Mobile Banking Agreement

Definitions

Unless otherwise noted, the words used in this Addendum have the meanings set forth in the Nebraska State Bank and Trust Company Online Banking and Nebraska State Bank and Trust Company Mobile Banking Agreement, except that the terms "we," "us," "our," "NSB&T," and "Bank" refer not only to Nebraska State Bank and Trust Company but also to third parties who assist Nebraska State Bank in providing the Service ("Third Party Service Providers").

Fee

Currently, there is no fee or charge assessed by us for you to enroll in or use the Mobile Deposit service. We may assess fees or charges in the future, and you will receive notice of such fees or charges, as required by law. You agree to pay and authorize us to deduct any such fees or charges from your designated Mobile Deposit Account(s). Any fees associated with your standard deposit account(s) will continue to apply. You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be solely responsible to your wireless carrier for any such Internet or text messaging charges.

Equipment

To use the Service, you must have a supported mobile device with a supported camera and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device (collectively, the "Mobile Device"). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service.

Limitations

When using the Service, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Service has eligibility requirements, and we reserve the right to change the eligibility requirements at any time without prior notice. See the Mobile Deposit FAQs for details on current qualification/eligibility requirements for this Service. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service. Except as expressly provided in this Addendum, deposits made though the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

Eligible Checks and Items

You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us shall be deemed an "item" within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will NOT use the Service to scan and deposit any checks or other items as shown below: a. Checks or items payable to any person or entity other than you. b. Checks payable to you and another party, unless deposited into a Mobile Deposit Account in the name of all payees. c. Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn. d. Checks or items previously converted to a substitute check, as defined in Reg CC. e. Checks or items drawn on a financial institution located outside the United States. f. Checks or items that are remotely created checks, as defined in Reg CC. g. Checks or items not payable in United States currency. h. Checks or items issued by the U.S. Treasury or any other U.S. federal agency. i. Money orders, savings bonds or traveler's checks. j. Checks dated more than six (6) months prior to the date of deposit. k. Checks payable on sight or payable through drafts, as defined in Reg CC. l. Checks with any endorsement on the back other than that specified in this Addendum. Nothing in this Addendum should be construed as requiring NSB&T to accept any check or item for deposit, even if NSB&T has accepted that type of check or item previously. Nor shall NSB&T be required to identify or reject any checks or items that fail to meet the requirements of this Addendum.

Security of Your Mobile Device and Account Information

You are responsible for (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

Image Quality

The image of a check or item transmitted to the Bank using the Service must be legible. The image quality of the checks and items must comply with the standards established and modified from time to time by the NSB&T Standards Institute, or any additional standard set by us, and with any requirements set by any clearinghouse we use or agreement we have with respect to processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

Endorsements and Procedures

Before transmission, the Bank will restrictively endorse any check or item transmitted through the Service as "For Mobile Deposit Only to the account of (name of customer) on (date)" along with other identifying information such as the bank routing number and date of deposit. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

Receipt of Checks and Items; Crediting

We reserve the right to reject any check or item transmitted through the Service, at our discretion, without liability to you or anyone else. We are not responsible for checks or items we do not receive in accordance with this Addendum or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when there is no error presented during the image capture process. As provided in the relevant deposit agreement governing your Mobile Deposit Account and subject to NSB&T's Availability Disclosure, deposits received and accepted before a particular time of the day (the "Cutoff

Time”) on a Business Day are credited on the same day and deposits received and accepted after the Cutoff Time on a Business Day are credited on the next Business Day. NSB&T may establish later Cutoff Times for checks and items deposited via the Service, crediting your Mobile Deposit Account for such checks and items even if received and accepted after the applicable Cutoff Time specified in the relevant deposit account agreement governing your Mobile Deposit Account. In the event that NSB&T establishes later Cutoff Times for checks and items deposited via the Service, we reserve the right to change the Cutoff Times at any time as permitted by law. Regardless of whether NSB&T establishes later Cutoff Times for checks and items deposited via the Service, you understand and agree that checks and items must be received and accepted by NSB&T before the applicable Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. See the Mobile Deposit FAQs for details on Cutoff Time for this Service. Provisional credit (memo-credit) will not be granted for deposits made through the Service. This means you will not be able to draw cash against deposits made through the Service until the deposit has been posted to your account. Deposits made through the Service are posted during our nightly processing. You enter the amount of the check as a deposit is made through the Service. If we determine that the check is for a different amount, we may adjust the check amount and notify you of the adjustment. At all times, the check will be deposited for the amount read by us.

Availability of Funds
We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy for your Mobile Deposit Account.

Disposal of Transmitted Checks and Items
After a check or item has posted to your account (see the Mobile Deposit FAQs for more details), you agree to prominently mark the check or item as “Electronically Presented.” You agree never to present again to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to NSB&T as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for NSB&T’s audit purposes. You agree to retain the check or item for at least sixty (60) calendar days after the date of the image transmission. After that sixty-day period, you agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service and have cleared to ensure that such checks and items are not presented again for payment and, prior to disposal or destruction, to safeguard such checks and items.

Deposit Limits
We reserve the right to impose limits from time to time on the amount(s) and/or number of deposits (over a period of time set by us) that you transmit using the Service and to modify such limits from time to time. See the Mobile Deposit FAQs for more information about limits on the number and amount of checks or items being made through the Service.

Presentment
The manner in which the checks and items are cleared, presented for payment, and collected shall be in NSB&T’s sole discretion as set forth in the relevant deposit account agreement governing your Mobile Deposit Account.

Promises You Make to Us; Representations and Warranties; Indemnity
You promise the following: a. You will only transmit eligible checks and items that you are entitled to enforce and that will include all signatures required for their negotiation and deposit. b. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or

seek to deposit or negotiate, such check or item with any other party. c. You will not deposit or not present again the original check or item with NSB&T or any other party. d. You will comply with this Addendum and all applicable rules, laws and regulations. e. You will use the Service only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. You represent and warrant to NSB&T the following: a. Images will meet NSB&T's image quality standards in effect from time to time. b. All information you provide to NSB&T is accurate and true, including that all images transmitted to NSB&T accurately reflect the front and back of the check or item at the time it was imaged. By your utilization of this App, you acknowledge and agree that the Third Party Service Provider of the App may have access to the nonpublic personal information transmitted by you through the App. You agree to indemnify and hold harmless NSB&T from and against, and agree to defend promptly NSB&T from and reimburse NSB&T for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind, including without limitation reasonable attorneys' fees and other legal costs and expenses, that NSB&T or its successor in interest may at any time suffer or incur, or become subject to, as a result of, or in connection with, any breach of any of the promises, representations and/or warranties made by you in this paragraph.

Changes to the Service
We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors. Attempts to provide prior notice of scheduled maintenance may be made, but we cannot guarantee that such notice will be provided.

Cancellation By You; Termination or Refusal by Us
You may cancel the Service at any time by calling 308-872-2466 and allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instruction, in whole or in part, that (i) we reasonably believe is used for any illegal or improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirement stated in this Addendum or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Addendum and the Nebraska State Bank & Trust Company Online Banking and Nebraska State Bank and Trust Company Mobile Banking Agreement; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to NSB&T's business interests; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time or (e) following initial enrollment you do not use the Service. Termination will not affect your liability or obligations under this Addendum, the Nebraska State Bank and Trust Company Online Banking and Nebraska State Bank and Trust Company Mobile Banking Agreement or any other agreements you have with us for actions we have taken on your behalf.

Enforceability
At our sole discretion, we may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any

such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Ownership and License

You agree that NSB&T retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Service, including the App. You may use the Service only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the App or any other part of the Service, in any manner contrary to the terms of this Addendum, we shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions without the requirement of posting a bond.

Third Party Beneficiary

You agree that our Third Party Service Providers, may rely upon the provisions of this Addendum, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this Addendum, third party beneficiaries to this Addendum with the power to enforce this Addendum against you.

Liability

WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED “AS IS,” “WHERE AS,” AND “WITH ALL FAULTS,” AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES’ PROPRIETARY RIGHTS. IN NO CASE SHALL NSB&T OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NSB&T’S AND OUR THIRD PARTY SERVICE PROVIDERS’ LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Miscellaneous

This Addendum is hereby incorporated by reference into and subject to the provisions of the Nebraska State Bank and Trust Company Online Banking and the Nebraska State Bank and Trust Company Mobile Banking Agreement, including, but not limited to its provisions regarding arbitration (if you did not reject the arbitration provision), amendment and indemnification.

Geographic Constraints

You agree that you will not use the Service in locations that are prohibited under U.S. law and regulations, including laws and regulations issued by the Office of Foreign Assets Control. Fingerprint Login for Mobile Banking Fingerprint Login is an optional fingerprint sign-in method for Nebraska State Bank & Trust Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and Nebraska State Bank & Trust never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Nebraska State Bank & Trust Mobile Banking. Nebraska State Bank & Trust reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Nebraska State Bank & Trust Mobile Banking. Android is a trademark of Google Inc.

Headings

The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

ALERTS SERVICE TERMS AND CONDITIONS

(Effective November 2025)

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

BUSINESS ONLINE BANKING SERVICE AGREEMENT

(Effective November 2025)

The below Business Online Banking Services require a separate enrollment form to engage in Business Online Banking Services. If you wish to enroll in the services below, please contact us through the following methods:

Call: 1-308-872-2466
Fax to: 1-308-872-2889

Nebraska State Bank & Trust Online Banking
Attention: Business Solutions Center
P.O. Box 688
Broken Bow, NE 68856

1. General Description of Business Online Banking

Online Banking is the name for certain services offered by Nebraska State Bank & Trust (hereinafter referred to as “NSB&T”). It includes the services described in this agreement. You should read this agreement carefully and keep it with your other account records. It includes certain disclosures for electronic funds transfers. The following terms and definitions apply when used in this agreement:

"Access Device" means a personal computer or other device that meets the requirements for use of the Service and by which the Service is accessed by you.

“Agreement” means this agreement setting forth the terms and conditions of using the Service for online banking and transferring funds.

“Bill Payment Service” means an optional service where Payees can present bills through the Service and which can be paid directly from eligible deposit accounts.

“Business Day” means Monday through Friday, except Federal Reserve holidays.

“Business Online Banking Service” means the Service as it applies to business customers and accounts.

"Collected Funds" means your current account balance minus the amount of any checks or other transactions that are in the process of being collected.

"Company ID" means a specific code that is assigned by the Bank to your Company that will be used to obtain access to the Service.

“Administrator” means someone approved by the account owner(s) to add additional users and designate activity limitations

"Due Date" means the date when a payment is due as reflected on a statement provided by Payee. It is not the late date or grace period.

"Financial Software" means the software provided to allow you to access and use the Service.

“Future Dated Transfer” means a funds transfer that will be initiated on a future day depending on your selection of the Transmit Date.

“Future Payment” means a payment, other than a Recurring Payment, that will be initiated on a future business day depending on your selection of the Transmit Date.

“Log in ID” means an identification code needed to access the Service.

“Password” means a personal code selected by you that will be used to obtain access to the Service. The term includes any additional numbers and words required by the Service Financial Software or equipment used, or otherwise established by you.

“Payee” means any person or entity to which you direct a payment through the Service.

“Expedited Bill Payment Service” means a feature of the Service whereby you may expedite payments as described herein.

“Recurring Payment” means a regular payment that is automatically made during recurring intervals permitted by the Service based on a recurring Transmit Date.

“Same Day Payment” means a payment that will be initiated on the same day that you enter the payment information through the Service.

“Schedule of Fees” means a listing of current fees as published from time to time by NSB&T and available by calling any Nebraska State Bank & Trust location or the main office at 308.872.2466.

“Scheduled Payment Date” means the day you want your Payee to receive your bill payment and in the case of electronic payments is also the day your Primary Service Account will be debited, unless Scheduled Payment Date fall on a day other than a Business Day in which case it will be considered the previous Business Day.

“Service” means the individual and collective online banking services and fund transfer service available in connection with the Financial Software and described herein.

"Service Account" means (i) the primary account(s) designated by you that will be used to initiate online banking services (any such account being referred to herein as a "Primary Service Account"), (ii) all other eligible deposit accounts that are linked to your Primary Service Account, (iii) lines of credit from which funds may be transferred to a Service Account, (iv) investment accounts, such as IRAs which may be funded from a Service Account, and (v) any other account or financial product accessed using the Service. All of these accounts are subject to this Agreement,

"Transmit Date" means, (i) with respect to bill payments, the date on which the payment is to be initiated for remittance to the Payee, (ii) with respect to fund transfers, the date on which the transfer is to be initiated to us for processing.

"User's Guide" means any instructional materials (as amended from time to time) provided with the Service.

"We," "us" and **"our"** means NSB&T

"You," "your" and **"yours"** means (i) each and every person or entity who now or hereafter is an account holder with respect to the Service Account or has an interest therein; and (ii) each and every person or entity who now or hereafter subscribes to the Service or is a user authorized by you to access the Service.

Other definitions may appear within the remaining text of this agreement.

2. What this Agreement Covers

This agreement between you and NSB&T governs the use of the Service. The Service permits NSB&T business customers to perform a number of banking functions on Service Accounts through the use of an Access Device.

3. Eligibility

To be eligible to use the Service, you must maintain an account with NSB&T.

4. Accepting the Agreement

When you or anyone authorized or permitted by you, use the Service, you agree to abide and be bound by the terms and conditions of this Agreement.

5. Relations to Other Agreements

Your use of the Service may also be affected by the agreements between us and you for each Service Account owned by you. When you link an account to the Service, the agreement governing that account is not changed and remains in full force and effect. This Agreement is only supplemental to the separate agreements governing each account you own. Similarly, if you use the Service to access a credit accountyou do so under the terms and conditions set forth in the agreement and disclosure provided to you for the credit account. You should review each agreement governing your accounts, including Service Accounts, for any applicable fees, limitations on the number of transactions you can make, and other restrictions that might impact your use of an account within the Service.

6. Business Online Banking Services

You may be able to use the Service to perform some or all of the following tasks. Additional functionality may be added to the Service. We will notify you when they become available.

Account Services

Some Business Online Banking Services provide you with balance and other account information. Since certain information and transactions are not processed by NSB&T until after the close of its Business Day, some transactions may not be reflected on the Service until the next Business Day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. (See NSB&T's policy on funds availability, titled "Your Ability to Withdraw Funds," for more information on when deposited funds will be available for withdrawal).

You may use the Service to determine the balance and recent activity in the Service Accounts. Any balance or recent activity shown displayed by the Service will include a date as of which the balance is current. The balance or recent activity shown on the Service may include deposits still subject to verification by us. The balance or recent activity shown also may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges.

Internal Bank Transfers
The Service allows you to transfer funds among your eligible Service Accounts held at NSB&T. Transfers may be scheduled for the same day or for a future date. Transfers will be posted as pending transactions when initiated. Transfers initiated prior to 6:00 pm CT will be effective the same business day. Transfers initiated after 6:00 pm CT will be effective the next business day. A Future Dated Transfer may be scheduled as a one-time request or a recurring request. Future Dated Transfers will be initiated on the Transmit Date requested (even if the Transmit Date is not a Business Day), not the date the transfer is scheduled.

NSB&T is under no obligation to inform you if it does not complete a payment or transfer because there are insufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within the Service. You agree that you will have sufficient available funds in the designated deposit account to cover all transfers on the date scheduled. If the account does not have sufficient available funds on the scheduled transfer date, we may elect not to initiate one of more of the transfers. If the transaction is completed, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees as set forth in your Deposit Agreement.

There may be limits on the dollar amount of the transactions you can make using the Service. These limits may change from time to time in accordance with applicable laws and regulations and according to the discretion of NSB&T.

You and NSB&T agree that if a payment order is a portion of a funds transfer in which other portions are subject to the Electronic Fund Transfer Act of 1978 (as in effect from time to time) (the "EFTA"), all actions and disputes between Customer and Bank concerning such payment order shall be determined pursuant to UCC Article 4A, as varied by this Agreement, and not the EFTA.

Alerts Service
Please see the above Alerts Service Terms and Conditions for more information.

Stop Payment Request
We will accept in person requests to stop payment on any check, except for cashier's checks, official checks, teller's checks or other cash equivalent items. Stop payments cannot be placed on debit card or ACH transactions. We will process requests received prior to the posted cutoff time of 3:00 p.m. Central Time on the same Business Day received. Requests received after the posted cutoff time will be processed on the next business day. We must receive a stop payment request at a time and manner that will give us a reasonable opportunity to act upon it prior to presentment of the item. Please review your transaction history and previous statements to verify that the check has not cleared.

Stop payment requests are not effective if, either before or within 24 hours of when the stop payment order was placed, we have already cashed the item or become otherwise legally obligated for its payment.

Once placed, the stop payment order will remain in effect for six months from the date when it was made. An authorized business representative may renew the stop payment order for an additional six-month period when the expiration date arrives. You are responsible for monitoring the expiration of stop payments. No notice will be provided to you that a stop payment is expiring. A fee will be charged for each stop payment and extension thereafter.

QuickBooks® and Quicken® Connectivity
NSB&T offers two ways to connect with QuickBooks and Quicken. You may download your account activity from Business Online Banking or you may also access your account information directly through the QuickBooks® software. You are responsible for separately purchasing QuickBooks, and NSB&T makes no warranties nor accepts any liability for such software. QuickBooks is a registered trademark of Intuit, Inc.

Bill Payment Service
NSB&T Online Bill Payment allows you to make bill payments through NSB&T online banking. If you choose to enroll in our optional Online Bill Payment Service, you must agree to the separate **Bill Payment Terms of Service** at the time of enrollment.

ACH and Wire Transfer Services
Additional ACH and Wire Transfer services are available and are covered by a separate Master Agreement.

Positive Pay Service
Additional Positive Pay services are available and are covered by a separate Master Agreement.

7. Appointment of Administrator and Representatives

Appointment of Administrator
If you are a business customer, you shall designate an administrator who is the primary contact person for purposes of communicating with NSB&T regarding the Business Online Banking and Mobile Banking Services (the “Administrator”). The Administrator has the authority to determine who will be authorized to use the Business Online Banking Services on your behalf (“Authorized Representative”). The Administrator shall establish separate user credentials, where required by the Business Online Banking Services, for each Authorized Representative, as well as the user privileges on each Authorized Representative’s authority to access information and conduct transactions, subject to any maximum limitation imposed by NSB&T on you. You are responsible for familiarizing all Authorized Representatives with the provisions of Agreement. You assume sole responsibility for the actions of your Administrator, the authority he or she gives to Authorized Representatives to act on your behalf, and the actions of the Authorized Representatives. You may change the appointment of its Administrator from time to time by submitting such change in writing to NSB&T on your letterhead. Any changes to its Authorized Representatives shall be your sole responsibility and your Administrator, and any such change shall be within your sole control and/or your Administrator and shall not impose any additional duty or liability on NSB&T. YOU understand and acknowledge that by appointing an Administrator, YOUR BUSINESS IS conferring to such Administrator total control over the Accounts. By executing this Agreement, YOU ASSUME the risks involved in appointing an Administrator and Authorized Representatives and agree to hold NSB&T harmless from any loss resulting from the wrongful acts OR OMISSIONS of THE Administrator or any Authorized Representative.

Authorized Representative(s)
You represent that each Authorized Representative has general authority from you to access information and give instructions including general authority over the movement of your business's funds and Accounts as evidenced by Banking resolution, partnership declaration and/or other agreements, certifications or instruments you have provided to NSB&T; and that NSB&T has full authorization from you to rely and act upon these instructions. You are responsible for deleting and/or blocking any Security Device used by or assigned to an Authorized Representative that is no longer employed by you.

Linking Accounts of Additional Businesses
If you are authorized to enter into an Agreement for the Business Online Banking Service for multiple businesses, and if you want to link the Accounts and Services for one business to the Service Accounts for other businesses entering into this Agreement, you will need to agree separately to this Agreement for each other business entity. Upon doing so, you may link the Service Accounts of more than one business, and use a common Online ID and password. By linking the Service Accounts of multiple businesses, you are certifying that you are properly authorized to link the Service Accounts of the different businesses and to use all the functions of Business Online Banking Service for each business. The account owner further agrees to inform NSB&T if anyone's authority over any linked account diminishes or ceases in any way. Until NSB&T is informed of a change to your authority, NSB&T is not liable in any manner whatsoever for any damages suffered by you, your businesses, or any third party. If your authority over any account diminishes or ceases until it is informed of the change in authority (such notice must be given by contacting NSB&T).

8. Other Business Online Banking Terms and Conditions

Limits
Dollar Amount: There may be limits on the dollar amount of the transactions you can make using the Service. These limits may change from time to time in accordance with applicable laws and regulations and according to the discretion of NSB&T.

Frequency: There may be limits on the number of transactions you can make using the Service. These limits are for security reasons and may change from time to time in accordance with applicable laws and regulations and according to the discretion of NSB&T.

Court Directed and Governmental Payments
You acknowledge and agree that if you use the Service to make any payment of alimony, child-support, taxes, or other court-directed or governmental payments, fines, or penalties, or any payment to settle a securities transaction, that We may process or refuse to process any such payments in our sole and absolute discretion, and, in any event, to the fullestextent permitted by law, you assume all risk relating to the proper scheduling, initiation, processing, transmission, receipt, and application of such payments, and you release us from any and all claims, liabilities, and/or damages resulting from your making or attempting to make any such payments throughthe Service, whether such claims, liabilities and/or damages arise (or would arise) under this Agreementor otherwise.

United States Currency Only
You may only make payments through the Service the valid currency ofthe United States (U.S. Dollars).

Money Market and Savings Accounts Transaction Limits
Transaction limitations apply to moneymarket and savings accounts. Please refer to your deposit agreement for any transaction limitations related to money market and savings account.

Account Agreements
Funds transferred from Service Accounts to loan accounts accessible through the Service will be applied to such loan accounts according to the terms of the agreements governing such loan accounts. There may be additional limitations elsewhere in this Agreement. Your ability to initiate transactions also may be limited by the terms of your deposit, loan, or other agreements with us orapplicable law. You agree to abide by and be bound by all applicable limitations.

9. Access Device Specifications for Business Online Banking

In order to use the Service, your Access Device must meet the minimum specifications required for use of the Financial Software.

a) Internet Access
b) You will need a currently supported internet browser tool such as; Microsoft Internet Explorer, MozillaFirefox, Apple Safari, Google Chrome and a currently supported version of Adobe Acrobat Reader. Cookies and JavaScript must be enabled in the browser options.
c) Adobe® Acrobat Reader – You can download the Adobe Acrobat Reader free of charge at www.adobe.com
d) We will give you notice of any change to the hardware and software requirements if the change will adversely affect your ability to access, receive and retain documents, eStatements, disclosures and legalnotices.

10. Virus Protection

NSB&T is not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with accessing the internet or the Service. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your Access Device. We are not responsible for any errors or failures resulting from defects or malfunctions of the Financial Software. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR ACCESS DEVICE OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. For additional information please see our Security Guidelines located on our website at www.nesb.bank

11. Our Liability for Failure to Complete Transactions

We will process and complete all payments and transfers properly initiated through the Service in accordance with this Agreement and any User's Guide. We will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable), in connection with any of the following occurrences:

a) if, through no fault of ours, you do not have sufficient Collected Funds in the Service Account to complete the transaction;
b) if the transaction would exceed the credit limit on any overdraft line of credit linked to the Service Account;
c) if your Access Device, internet connection method, or other equipment is not operating properly;
d) if the Service is not working properly and you were aware of the malfunction when you initiated the transaction;
e) if you do not properly follow all instructional materials provided in connection with the Service;
f) if you have not provided us with the correct Payee name, address, account information, payment amount, or other instructions necessary to complete the payment.;
g) if your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
h) if your Password has been reported lost or stolen;
i) if we have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;

j) if you have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service Account;
k) if circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters) prevent the transaction;
l) if making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
m) if any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special or consequential damages).

There may be other exceptions to liability stated in the agreements governing your accounts with us, or provided under applicable law.

12. Secure Messaging

The Service provides you with the ability to send and receive messages to and from us by two means: (i) Conventional E-mail or (ii) Secure Messaging, (i) Conventional E-mail is not a secure method of communication over the Internet, and we recommend that you do not send confidential or privileged information, such as account numbers and financial information, by conventional E-mail. An electronic message sent by you may not be immediately received by us. (ii) Secure Messaging through our 'Contact Us' portion of our website is a secure method of communication contained within the website application. Secure Messaging allows secure/encrypted messages to be sent and received from within the website application. If you need to contact us immediately, please refer to Section IV(N) titled "Errors or Questions." No action will be made 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 Conventional E-mail or Secure Messaging to make a bill payment, account inquiry, or funds transfer. There may be other limitations to your use of electronic messaging in effect from time to time. To the extent you elect to communicate with us using E-mail, the following provisions apply to those communications:

You agree and acknowledge that the information communicated via E-mail to or from us may include information regarding any or all of the services that are part of the Service or other information we feel may be of added interest to you.

You acknowledge that you have been advised and understand the risks of using E-mail with respect to the communication of information regarding the Service and that we are unable to guarantee the authenticity, privacy or accuracy of information received or sent by E-mail or to monitor the authorization of persons using your E-mail address to send or receive information. In the event you receive information from us via E-mail that you believe is intended for another recipient, you agree to immediately return the information to us and to thereafter delete the information from your computer system. You shall not use the information for any personal or commercial purposes.

You agree that certain information communicated from us to you may be confidential in nature as a communication between you and us. You agree to maintain the confidentiality of the information and to refrain from sharing the information with any other person or entity or from using the information for any purpose that is not related to the Service or your financial relationship with us.

In the event that you believe that an unauthorized person has gained access to your computer system, you agree to immediately notify us so that we can cease communication of information to you via E-mail until you and we take measures agreed to jointly to protect your financial information.

Having acknowledged the risks associated with communicating financial information via E-mail, you (a) agree that we have no obligation to monitor or investigate the use of your computer system or the source of any communication received from you bearing your email address, (b) release us from any claim or liability arising from or in connection with any communications sent or received using E-mail, and (c) agree to indemnify and hold us harmless from all claims, losses, expenses or liability arising in any way out of or connected in any way with the use of E-mail as contemplated by this Agreement.

To the extent any other agreement between you and us requires the delivery of a written notice to a particular address regarding any matter, you agree (a) that these provisions regarding the use of E-mail do not displace or modify any such requirement for a written notice, and (b) to comply with any requirement for a written notice without reference to these provisions regarding the use of E-mail.

13. Service Hours

The Service is available 24 hours a day, seven days a week (with the exception of maintenance periods) for the scheduling, modification, or review of payment transactions and for balance inquiries.

14. Transaction Authorization; Protecting Your Password

You authorize us to follow any instructions entered through the Service notwithstanding any dual or multiple approval requirement identified on the signature card or other documents relating to your Service Account. You agree and intend that the authorization of transactions through the Service shall be considered the same as your written signature in authorizing us to perform any actions relating to the transactions requested. You also agree that use of your Password is the agreed security procedure to access the Service and that such security procedure is commercially reasonable. You agree to keep your Password confidential, to prevent unauthorized access to the Service Account, and to prevent unauthorized use of the Service. You agree not to give your Password or make it available to any person or entity who is not authorized to access the Service Account for the purpose of performing the transactions contemplated by the Service or who intends or may use the Service for the purpose of accessing and compiling account data for such person's or entity's own commercial gain. You should change your Password frequently. You should avoid using your NSB&T Debit Card personal identification number (PIN) as your permanent Password. If your access to the Service is blocked or if you forget your Password, you must contact us at the number identified in the Section IV(N)titled "Errors or Questions." We may issue you a new Password, although it may not be available for use in accessing the Service for several days. You understand that for security purposes, NSB&T may require you to periodically change your Password used to access your Service Account. Additionally, if you fail to access your Service Account(s) for an extended period, NSB&T reserves the right to disable your access to the inactive account at any time.

15. Protecting Your Personal Information

In addition to protecting your Password and other account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other account information may allow unauthorized access to your Service Account(s). It is your responsibility to treat personal information with the same level of care as your account information. You also are responsible for protecting and securing all information and data stored on your Access Device's hard drive or similar storage system.

16. Accounts Eligible for Service

We may change from time to time the accounts that may be designated as Service Accounts. We also reserve the right (i) to refuse to include any account among your Service Accounts, or (ii) to allow transactions between or among Service Accounts (and other eligible accounts) under certain circumstances as provided in this Agreement or as may be required by applicable law.

17. Joint Accounts

When you designate a joint account as a Service Account, we may act on the verbal, written or electronic instructions of any authorized signer.

18. Your Liability in Case of Loss, Theft or Unauthorized Transactions

You are responsible for all transactions you initiate or authorize using the Service. If you allow any other person to use your Password or the Service, you will have authorized that person to access your Service Accounts and you are responsible for all transactions that person initiates or authorizes in connection with the Service Accounts. Tell us AT ONCE if you believe that your Password has been lost or stolen or that a Service Account has been or may be accessed without your authorization. Telephoning is the best method for limiting your potential losses. You could lose all funds in your Service Accounts plus the maximum amount of any overdraft line of credit.

If you believe your Password has been lost or stolen or that someone has transferred or may access your Service Account(s) without your authorization, please contact us through the following methods:

Call: 1-308-872-2466
Fax to: 1-308-872-2889

Nebraska State Bank & Trust Online Banking
Attention: Business Solutions Center
P.O. Box 688
Broken Bow, NE 68856

You agree to take any reasonable actions requested by us to prevent unauthorized transactions to your Service Account.

Notwithstanding anything to the contrary in this Agreement, you will be liable for any unauthorized use of the Service in these instances unless otherwise provided by applicable law or written agreement with us.

19. Documentation of Transactions

The Service automatically stores records of past payments and payments scheduled for the future. The number of records and amount of time that they will be stored will vary at our discretion.

All of your transactions completed through the Service will appear on your periodic (or, as applicable, electronic) statement. You will receive a periodic statement each month for the Service Account from which or into which a transaction through the Service has been completed during the month. For all other Service Accounts, you will receive a periodic statement at least quarterly or as required by applicable law or the terms of the respective deposit agreements regarding such Service Accounts. The periodic statement will include a description of the transactions completed through the Service. The

Payee name, payment amount, and transaction date will be reflected for each payment made through the Service.

20. Disclosure of Service Account Information to Third Parties

We will only disclose information to third parties about your Service Account(s) in accordance with the Privacy Statement, which is provided to you on an annual basis, and may be obtained at any time from any of our Business Solutions representatives or by visiting our Web site at www.nesb.bank. You agree to review the Privacy Statement before initiating your first Service transaction under this Agreement, and you agree that your initiation of any Service transaction indicates that you have reviewed and agreed to the terms of the Privacy Statement.

21. Errors or Questions

In case of errors or questions about your electronic funds transactions through the Service, you should, as soon as possible:

Call: 1-308-872-2466
Fax to: 1-308-872-2889

Nebraska State Bank & Trust Online Banking
Attention: Business Solutions Center
P.O. Box 688
Broken Bow, NE 68856

You agree to take any reasonable actions requested by us to prevent unauthorized transactions to your Service Account.

Notwithstanding anything to the contrary in this Agreement, you will be liable for any unauthorized use of the Service in these instances unless otherwise provided by applicable law or written agreement with us.

22. Creating and Managing Users

You may add additional users to your Online ID and provide each with a separate Password. For each user, you may designate the activity level. You may also designate another user as an "Administrator," which means that this user will also be able to designate additional users. These additional users may have limitations on the use of the Service.

Should the account owner revoke the authority of any user, the account owner is obligated to inform NSB&T of that fact. It is also the Account Owner obligation to delete the former user from the Service and add any new users. If additional assistance is need NSB&T can be contacted at the number provided below. However, the removal of the former user and the addition of new user is the responsibility of the account owner. The required notice must be given separately from any other notices given to other Nebraska State Bank & Trust departments or banking centers, by calling us 1-308-872-2466. You may also write us at:

Nebraska State Bank & Trust Online Banking
Attention: Business Solutions Center
P.O. Box 688
Broken Bow, NE 68856

Phone: 1-308-872-2466
Fax: 1-308-872-2889

23. Security Procedures

NSB&T has established security procedures that include the use of layered security, multi-factor authentication, and out of band authentication (the "Security Procedures") to be used in connection with some Services. The Security Procedures include identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other systems and software (“Security Device”), designed to verify the authenticity of the instructions, payment orders, funds transfers, and other communications (each, a “Communication”) sent by you or on your behalf. You acknowledge it has been provided with the Security Procedures and Security Devices for use of the Service.

You are responsible for maintaining the confidentiality of and controlling the use of the security procedure information. NSB&T shall have no obligation, liability or control, either directly or indirectly over said procedures or your failure to maintain said procedures.

Acknowledgment of Commercially Reasonable Security Procedures. By using Services, you acknowledge and agree that the Security Procedures established for use of the Service, provide a commercially reasonable level of protection against unauthorized Communications. NSB&T shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where NSB&T reasonably doubts its authenticity, authorization, contents, origination or compliance with the Security Procedures. Even if a Communication is given in compliance with the applicable Security Procedures, NSB&T may, at its discretion, delay the execution of that Communication until NSB&T is able to verify the authenticity of the Communication by any means reasonably acceptable to NSB&T including, without limitation, placing a telephone call to any person who is either an authorized signer on your account or who you have authorized to initiate or confirm Communication (by course of dealing or otherwise). NSB&T shall not be liable to you or any other person for such delay, provided that NSB&T has acted in good faith. NSB&T will be responsible for acting only on those Communications actually received and cannot assume responsibility for malfunctions in transmission or communications facilities or acts of others not under NSB&T’s control that may affect the accuracy or timeliness of Communications. NSB&T shall have no duty to discover, and shall not be liable for, your errors or omissions. If NSB&T complies with the Security Procedures in respect to a Communication, NSB&T shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and NSB&T shall not be liable for acting on, and you shall be bound by, any Communication sent in your name, whether or not authorized. If you select certain Security Procedures to use in connection with a Service and those Security Procedures provide less protection against unauthorized transactions or activity than other Security Procedures offered by NSB&T in connection with such Service, the Security Procedures selected by you shall be deemed commercially reasonable to the same extent as the Security Procedures offered by NSB&T that provide greater protection. NSB&T reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time.

You shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such Security Devices and Communication, and agree to: (a) keep the Security Device secure and strictly confidential, providing it only to its Administrator and Authorized Representatives (if applicable); (b) instruct each person to whom you give a Security Device that he or she is not to disclose it to any unauthorized person; (c) immediately notify NSB&T at 1-308- 872-2466 of its knowledge or suspicion that the confidentiality or integrity of any such Security Device or Communication is breached or threatened; and (d) select new Security Device if instructed to do so by NSB&T. You warrant that no individual will be allowed to initiate transfers or instructions in the absence of proper supervision and safeguards. You shall be solely responsible for the safekeeping of such Security Devices and assume all risk of accidental disclosure or inadvertent use of such Security Devices by any party whatsoever, whether such disclosure or use is the result of your negligence or deliberate acts or otherwise. NSB&T shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any Security Devices. NSB&T may, but is not obligated to, suspend or cancel your Security Device, even without receiving such notice from you, if NSB&T suspects that a Security Device is being used in an unauthorized or fraudulent manner, but shall have no liability for any such Security Device supervision or cancellation.

NSB&T will not be obligated to honor, in whole or in part, any Communication which:

a) is not in accordance with the Security Procedures and any term or condition applicable to the relevant Service in the Agreement;
b) NSB&T has reason to believe may not have been authorized by you or any third party whose authorization NSB&T believes is necessary, or which involves funds subject to a hold, dispute, restriction or legal process NSB&T believes prevents their withdrawal;
c) 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;
d) is not in accordance with any other requirement of NSB&T's applicable policies, procedures or practices; or
e) NSB&T has reasonable cause not to honor for your protection or its own.

NSB&T WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT ORDER, TRANSFER, OR OTHER INSTRUCTION MADE USING YOUR SECURITY DEVICE IF NSB&T ACCEPTED IT IN GOOD FAITH AND IT WAS MADE IN COMPLIANCE WITH SECURITY PROCEDURES AND IT OCCURRED BEFORE YOU NOTIFIED NSB&T OF POSSIBLE UNAUTHORIZED USE AND NSB&T HAS HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

No NSB&T employee will contact you via email, phone or otherwise requesting your Access I.Ds., Passwords or other Security Device. If you are contacted by anyone requesting this information, please contact NSB&T immediately at 1-308-872-2466.

24. Business Days and Cut-Off Times

A Business Day means Monday through Friday, except federal holidays. NSB&T has established Business Day cut-off times for the use of some Services. NSB&T may change established cut-off times at any time without notice. NSB&T may treat Communications received after such cut-off times established by NSB&T, as received on the following Business Day.

25. General Funds Transfer Provisions

Notice of Receipt of Funds Transfers

The periodic statements provided to you by NSB&T will notify you of funds transfer payments received by NSB&T for credit to your accounts at NSB&T. You are hereby notified and agree that NSB&T shall not be required to provide any other notice to you of such receipt of funds. NSB&T may however, at its sole discretion mail or email to you an appropriate advice of charge or deposit receipt at the time of receiving funds on your behalf.

Credits from Funds Transfers are Provisional

Subject to NSB&T's Availability of Funds Disclosure, all credits to your accounts for funds transfers, which NSB&T receives, are provisional until NSB&T receives final settlement for the funds. If NSB&T does not receive such final settlement, you are hereby notified and agree that NSB&T is entitled to a refund of the amount credited to your account for that transfer. In that situation, the person who originated the transfer to your account will not be deemed to have paid the amount of that transfer and, accordingly, your right to expect that payment from that third party would be preserved.

26. Confidential Information and Proprietary Data

All information of a business nature disclosed by either party to the other in connection with the Agreement is confidential, including Security Devices and the Security Procedures (the "Confidential Information"). Neither party shall without the express written consent of the other, disclose or permit access to any such Confidential Information by any person, firm or corporation and each party shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such Confidential Information to persons required to have access thereto for the performance of the Agreement, or to any other party to which NSB&T may be required by law to report such information. You agree to hold confidential and to use only in connection with the Services provided under the Agreement all information furnished to you by NSB&T or by third parties from whom NSB&T has secured the right to use the Services, including, but not limited to, NSB&T's product and service pricing structure, system design, programming techniques or other unique techniques. NSB&T and your obligations and agreements under this paragraph shall not apply to any information supplied that: was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of the Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Services is or might be subject to regulation and examination by authorized representatives of federal and state banking regulators, and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. The circumstances under which NSB&T will disclose information about you or your accounts has been separately disclosed in NSB&T's Privacy Policy and in other disclosures which have been provided. NSB&T's Privacy Policy may change from time to time and is available online and at banking locations.

You have a nonexclusive, nontransferable license to use NSB&T's services, user manuals and other implementation and reference guides and manuals, as in effect from time to time, and all other material and associated documentation that NSB&T supplies to you pursuant to the Agreement (collectively, "Proprietary Data"). You acknowledge that you are not purchasing title to the Proprietary Data and the Proprietary Data constitutes trade secrets; Customer will use reasonable care to keep the Proprietary Data confidential and will not disclose any Proprietary Data to any person. The obligation to keep the Proprietary Data confidential shall survive termination of the Agreement. You will not use, make or have made, any additional copies of the Proprietary Data, or any part of it, without obtaining the prior written consent of an officer of NSB&T. You will not remove any identifying marks or copyright marks in or on the Proprietary Data. Upon the termination of the Agreement, you may be required to return all the Proprietary Data to NSB&T or certify to NSB&T that it has destroyed all copies of the Proprietary Data in your possession.

27. Notices

Unless otherwise provided in the relevant Addendum or by applicable law, all notices to you may be delivered by hand, mail, private delivery service or (unless otherwise specified by NSB&T) by facsimile, electronic mail, or via 'the Service and shall be effective when received. Notices may be delivered to some customers in electronic format, including posting to NSB&T 's website, if requested and authorized, or appropriate. All notices delivered via mail to you shall be delivered to the address, facsimile or email address designated for you in NSB&T 's records. All notices to NSB&T shall be delivered to the attention of Nebraska State Bank & Trust, P.O. Box 688, Broken Bow, NE 68822. Each notice shall be addressed as specified in writing by the parties from time to time. Your continued use of Services after amendment of this Agreement shall constitute an acceptance of the amended terms and conditions of this Agreement. If you do not wish to agree to the amended terms of this Agreement, you must immediately discontinue use of, and access to, the Services, and provide notice to NSB&T in accordance with the requirements of this Agreement.

28. Fees and Charges

You authorize NSB&T to assess and deduct fees from its designated account for Services provided under the Agreement as specified in writing by NSB&T by means of a NSB&T statement, account analysis statement or fee letter; or as otherwise agreed by you and NSB&T. NSB&T may change the Service fees, at any time without notice. You will be notified of any such change as required by applicable law, either by mail or by an electronic message. NSB&T may charge your account for any fees, charges, taxes or pass-through charges charged or incurred by NSB&T in respect of the provision of any Service to or on behalf of you. You agree to reimburse NSB&T upon demand if such charges and fees are not paid when due. Without limiting the generality of the foregoing, you agree that we may impose a fee for research requested by you. You authorize us to deduct all fees from your Primary Service Account or, to the extent your Primary Service Account lacks sufficient funds, from any of your other accounts maintained with us. You also acknowledge that these fees are in addition to any costs you incur for the telephone service or Internet service provider you use to access the Service.

29. Agents

You acknowledge and agree that some or all of the Service may be provided by an agent of NSB&T; provided, further, that NSB&T has no obligation to disclose the identity of any agent to you, or to obtain your consent prior to delivering any information to such agent. It is the intent of the parties to the Agreement that the provisions of the Agreement and any Service terms will inure equally to the benefit of any such agent of NSB&T, or any successor thereto, providing Services pursuant to the Agreement.

30. Authorization Representation and Warranty

You represent and warrant to NSB&T that the person acknowledging these Terms and Conditions is duly authorized to enter into the Agreement with NSB&T, and to execute any and all documents, including the Agreement.

31. Termination

You may terminate your use of the Service at any time by calling or writing us as provided in Section IV(N)titled "Errors or Questions." You must notify us at least ten (10) Business Days prior to the date on which you wish to have the Service terminated. We may require that you put your request in writing. If you have scheduled transactions with a Transmit Date within this ten-day period, you also must separately cancel those transactions. If we have not completed processing your termination request and you have not otherwise canceled a transaction, you will be responsible for transactions with a Transmit Date during the ten (10) Business Days following our receipt of your notice of termination. We may terminate your use of the Service, in whole or in part, at any time without prior notice. If you would like to (a) transfer the Service to a different account with us, or (b) add or remove an account with respect to the Service, you must provide ten (10) business days advance written notice. Termination will not affect your liability or obligations under this Agreement accruing prior to the date of termination.

32. Exclusion of Warranties; Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR EXCEPT AS REQUIRED BY APPLICABLE LAW, WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING THE SERVICE OR ANY ASPECT THEREOF, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY APPLICABLE LAW, YOU AGREE THAT NEITHER WE NOR OUR SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY LOSS, INJURY, OR DAMAGE, WHETHER CAUSED BY THE OPERATION OF EQUIPMENT (WHETHER OWNED BY YOU OR US OR ANY OF OUR SERVICE PROVIDERS), THE SERVICE, THE FINANCIAL SOFTWARE, OR US, AND IN NO EVENT SHALL WE OR OUR SERVICE PROVIDERS BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) CAUSED BY THE SERVICE OR THE USE THEREOF, OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE FINANCIAL SOFTWARE, EQUIPMENT OR THE SERVICE, EVEN IF WE OR OUR SERVICE PROVIDERS HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

33. Overdraft

You agree not to use or attempt to use the Service to overdraw any Service Account, to exceed your limit on any credit account, or to engage in any transaction that is not specifically authorized and permitted. Such use or attempted use may result in the immediate cancellation of the Service and the Service Accounts, and may expose you to possible legal action. We may honor instructions to initiate transactions on the same business day (whether received through the Service, ATM or point-of-sale (POS) terminals, checks or other means) in any order we determine, even if honoring a particular item or instruction results in an insufficient balance in the Service Account to honor other instructions that otherwise could have been honored. If there are insufficient funds in the Service Account to complete the transaction you have initiated, we may either refuse to honor the request or complete the transaction and thereby overdraw the Service Account. In either event, you are responsible for any insufficient funds or overdraft charges that we may impose.

34. Statements of Representatives

If there is a conflict between what one of our representatives says and the terms of this Agreement, the terms of this Agreement will prevail.

35. Arbitration and Waiver of Jury Trial

ALL DISPUTES OR CLAIMS PERTAINING TO THE SERVICE, A SERVICE ACCOUNT OR THE RELATIONSHIPS THAT ARISE THERE FROM, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL BE RESOLVED BY BINDING ARBITRATION UNDER THE EXPEDITED PROCEDURES OF THE COMMERCIAL FINANCIAL DISPUTES ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA) AND THE FEDERAL ARBITRATION ACT IN TITLE 9 OF THE US CODE. ARBITRATION HEARINGS WILL BE HELD IN THE STATE OF NEBRASKA IN A CITY OF NEBRASKA STATE BANK & TRUST, NA CHOOSING. A SINGLE ARBITRATOR WILL BE APPOINTED BY THE AAA AND WILL BE AN ATTORNEY OR A RETIRED JUDGE WITH EXPERIENCE AND KNOWLEDGE IN BANKING TRANSACTIONS. ANY ISSUE CONCERNING WHETHER OR THE EXTENT TO WHICH A DISPUTE OR CLAIM IS SUBJECT TO ARBITRATION, INCLUDING BUT NOT LIMITED TO ISSUES RELATING TO THE VALIDITY OR ENFORCEABILITY OF THESE ARBITRATION PROVISIONS, SHALL BE DETERMINED BY THE ARBITRATOR. ALL STATUES OF LIMITATIONS OR OTHER DEFENSES RELATING TO THE TIMELINESS OF THE ASSERTION OF A DISPUTE OR CLAIM THAT OTHERWISE WOULD BE APPLICABLE TO AN ACTION BROUGHT IN A COURT OF LAW SHALL BE APPLICABLE IN ANY SUCH ARBITRATION, AND THE COMMENCEMENT OF AN ARBITRATION UNDER THIS AGREEMENT SHALL BE DEEMED THE COMMENCEMENT OF AN ACTION FOR SUCH PURPOSES. NO PROVISION OF THIS PARAGRAPH SHALL RESTRICT THE

ABILITY OF ANY PERSON TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE UNDER APPLICABLE LAW OR THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE EXERCISE OF THOSE RIGHTS OR REMEDIES IS SUBJECT TO THE RIGHT OF ANY OTHER PERSON TO DEMAND ARBITRATION AS PROVIDED HEREIN. THE COMMENCEMENT OF LEGAL ACTION BY A PERSON ENTITLED TO DEMAND ARBITRATION DOES NOT WAIVE THE RIGHT OF THAT PERSON TO DEMAND ARBITRATION WITH RESPECT TO ANY COUNTERCLAIM OR OTHER CLAIM. A PERSON ENTITLED OR OBLIGATED TO DEMAND ARBITRATION SHALL BE PERMITTED TO ASSERT A DISPUTE OR CLAIM THAT IS BROUGHT ON BEHALF OF ANY OTHER PERSON AND THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE OR CLAIM TO BE ARBITRATED AS, OR ON THE BASIS OF, A CLASS ACTION. SIMILARLY, AN ARBITRATION PROCEEDING UNDER THIS AGREEMENT MAY NOT BE CONSOLIDATED WITH OTHER ARBITRATIONS PROCEEDINGS. JUDGMENT UPON THE AWARD RENDERED IN ARBITRATION SHALL BE FINAL AND MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. IF A DISPUTE OR CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE DISPUTE OR CLAIM SHALL BE DECIDED IN THE COURTS OF CUSTER COUNTY, NEBRASKA, WITHOUT A JURY. YOU AND NEBRASKA STATE BANK & TRUST, NA IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

YOU AGREE TO THE TERMS STATED ON EVERY PAGE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE ARBITRATION OF CLAIMS AND DISPUTES CLAUSE AS OF EFFECTIVE DATE ABOVE AND ACKNOWLEDGES RECEIPT OF THIS AGREEMENT.

36. Other Agreements

You agree to use the Service according to any User's Guide and any other instructional materials provided to you (including on-screen help). You will be bound by these instructional materials, together with all agreements controlling the use of the Service or relating to any accounts accessed through the Service (such as your deposit agreement with us). To the extent any provision of this Agreement conflicts with such other agreements or instructional materials, the provision herein shall control; otherwise, the provision supplements but does not displace such other agreements and instructional materials.

37. Waivers

No delay or omission by us in exercising any rights or remedies under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

38. Assignment

You may not assign this Agreement or any of your rights or responsibilities under this Agreement to any other party. We may assign this Agreement or any or all of our rights and/or responsibilities hereunder, or delegate any or all of such rights and responsibilities to any third party or parties.

39. Data Recording

When you use the Service, the transaction or other information you enter may be recorded. By using the Service, you consent to such recording.

40. Change of Terms; Electronic Disclosures

This Agreement and all other agreements and disclosures relating to your use of the Service may be changed or amended from time to time, but we will provide you with advance notice of such changes or amendments to the extent required by applicable law. You agree that we may send change of terms notices to you, as well as any disclosures required by applicable law (including, without limitation, the Electronic Fund Transfer Act, as amended (15 U.S.C. 1693 et seq.), Federal Reserve Regulation E, as amended (12 C.F.R. 205)) via electronic messaging, and you will be deemed to have received such notices or disclosures three days after they are sent, whether or not you have retrieved them by that time. If you do not agree to any change or amendment, you must discontinue use of the Service to which the change or amendment relates, or cancel your access to the Service. By using the Service after any change or amendment, you agree to that change or amendment.

41. New Services

We may introduce new services from time to time that are available through the Financial Software. By using these new services after they become available, you agree to be bound by all terms and conditions applicable thereto.

42. Applicable Law

Regardless of where you live or work or where you access the Service, this Agreement, any enrollment form, and your deposit relationship with us will be governed by the substantive laws (excluding laws of conflict) and regulations of the United States and the State of Nebraska, including without limitation, the Nebraska Uniform Commercial Code.

43. Venue

Any proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of Custer County, Nebraska.

44. No Unilateral Alterations to This Agreement or Any Enrollment Form by You

Neither this Agreement nor any enrollment form may in any way be altered by you without our expressed written agreement. Any attempt by you to alter either this Agreement or any enrollment form without our express written agreement shall be void and shall have no legal effect. You hereby agree to indemnify and hold us harmless from and against any and all claims, losses, liabilities, penalties', expenses and punitive and other damages (including without limitation reasonable attorneys' fees) directly or indirectly resulting from, relating to or arising in connection with any successful or unsuccessful attempt by you to alter either this Agreement or any enrollment form without our express written agreement.

45. Area of Service

The Service and any application for deposit or other services at our Web site are solely offered to business operating in the United States of America (USA) and may not be accessed while outside the USA.

46. Construction of Defined Terms

As appropriate, the singular number shall include the plural and the plural shall include the singular.

47. Headings

The headings used in this Agreement are for convenience only and shall not be held to limit or affect the terms of this Agreement.

48. Severability

If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.