



ONLINE BANKING
☒ Personal Online Banking
☐ Business Online Banking
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DISCLOSURES

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ELECTRONIC FUNDS TRANSFER

YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Health Savings Accounts (HSA) - Health Savings Accounts (HSA). We permit you (as described below) to access your HSA with a card. This service is offered for the convenience of managing your HSA. However, electronically accessing your HSA - for example, getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing your HSA make sure you are using the correct card. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

Electronic Fund Transfers Initiated By Third Parties - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electric fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking and savings.
- **Electronic Check Conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic Returned Check Charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

ATM Card Transactions - types of transactions - You may access your account(s) by ATM using your ATM card and your personal identification number (PIN) to:

- Deposit funds to checking
- Withdrawal cash from checking or savings

- Transfer funds from checking and savings to checking and savings

- Get balance information about checking or savings

Some of these services may not be available at all terminals.

Debit card ATM transactions - types of transactions - You may access your accounts(s) by ATM using your Debit Card and your personal identification number (PIN) (as applicable) to:

- Deposit funds to checking

Withdrawal cash from checking or savings

- Transfer funds from checking and savings to checking and savings

- Get balance information about checking or savings

Some of these services may not be available at all terminals.

Debit Card point-of-sale Transactions - types of transactions - You may access your checking account(s) by debit card to do transactions that participating merchants will accept, including:

- Purchase goods in person, by phone, or online

- Pay for services in person, by phone, or online

- Get cash from a participating merchant or financial institution

Advisory Against Illegal Use - You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Computer Access Plan - types of transfers - You may access your accounts by computer at <http://www.fbtcozad.com> and using your account number(s), personal identification number (PIN), social security number and user ID and password to:

- Transfer funds from checking and savings to checking and savings

- Make payments from checking to loan account

- Get balance information about checking, savings, certificate of deposit, line of credit or Loan accounts

- Get withdrawal history about checking , savings, certificate of deposit or line of credit

- Get deposit history about checking, savings, certificate of deposit or line of credit

- Get transaction history about checking, savings, certificate of deposit, line of credit or Loan accounts

Bill Payment Service - types of transfers - You may access this service by computer at <http://www.fbtcozad.com> and using your user name and password and account number(s).

You may access this service to:

- Make payments from your checking account(s) to pay your bills.

Mobile Money - types of transfers - You may access your accounts remotely with your Cell phone or other mobile access devices and using your User identification name, Password, Personal identification number (PIN), Responses to multifactor authentication questions, Account type descriptions and Text messaging commands (available separately). You may use this service to:

- transfer funds from Checking or Savings to Checking or Savings

- make payments from Checking or Savings to Loan account

- make payments from Checking or Savings to A Third Party

- get balance information about Checking, Savings, Line of Credit, Certificate of Deposit or Loan accounts

- get withdrawal history about Checking, Savings, Line of Credit or Certificate of Deposit

- get deposit history about Checking, Savings, Line of Credit or Certificate of Deposit

- get transaction history about Checking, Savings, Line of Credit, Certificate of Deposit or Loan accounts

- Order checks

- use the mobile deposit feature to make deposits to your Checking or Savings account

- Use the bill pay feature to make payments to third party from your checking account in the amounts and on the days you request.

Your mobile service provider's standard service fees, such as text message fees or similar charges, will apply to all transactions. Check with your service provider for information about these fees.

Limits and Fees - Please refer to our fee disclosures for information about fees and limitations that may apply to these electronic fund transfers.

ATM Operator/Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Limitations on Frequency of Transfers - In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your savings account(s).

During any calendar month or statement cycle of at least four weeks, you may not make more than six withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction. No more than six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitation set forth above in any statement period, your account will be subject to closure by the financial institution.

Documentation

Terminal Transfers - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

Periodic Statements - You will get a monthly account statement from us for your checking account(s).

You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Preauthorized Payments

Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of varying amounts - If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

Liability for failure to stop payment or preauthorized transfer - If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

Financial Institution's Liability

Liability for failure to make transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you know about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

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

Unauthorized Transfers

Consumer Liability. (1) Generally, Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If the unauthorized use of your lost or stolen card and/or code occurs through no fault of yours, no liability will be imposed on you. Otherwise, you will be liable for the lesser of:

(I) \$50 or

(II) The amount of any money, or services obtained by unauthorized use of the card and/or code before you gave us notice.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. Except for electronic funds transfers made by card or other device for use at a communications facility, such as an ATM, if you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us by the end of the 60 days. If you do not tell us by the end of the 60 days, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us by the end of the 60 days.

had told us in time and, as to transactions arising from the unauthorized use of the card and/or code, if your failure to examine your statement or tell us constitutes a lack of due diligence on your part.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

(2) Additional Limit on Liability for VISA® card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA.

(b) Contract in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

Error Resolution Notice

In case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it in 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you have inquiries regarding your account, Please contact us at:

FIRST BANK & TRUST COMPANY
ACCOUNTING DEPARTMENT
747 MERIDIAN AVENUE, P.O. BOX 7
COZAD, NE 69130-0007
BUSINESS DAYS: MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY
HOLIDAYS ARE NOT INCLUDED.
PHONE: (308)784-2515

Notice of ATM/Night Deposit Facility User Precautions

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use that facility, especially after sunset. If you observe any problems, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is complete and count the cash later when you are in the safety of your own car, home, or other secure surroundings.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the

driver's window. Keep the engine running and remain alert to your surroundings.

14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to the facility. Please report any suspicious activity or crimes to both operator of the facility and the local law enforcement officials immediately.

Other Terms

DOCUMENTATION OF SMALL AMOUNT TERMINAL TRANSFERS: At some ATMs or point-of-sale terminals, you may not get a receipt if the amount of the transfer is \$15 or less. This is an exception to the general rule stated for Terminal Transfers under the DOCUMENTATION section above.

Limits and Fees

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

| | |
|--|---|
| ATM - Withdrawal at Machines We Do Not Own | \$1.00 |
| ATM - Deposit at Machines We Do Not Own | \$1.00 |
| ATM - New or Replacement Card | \$5.00 |
| ATM / DEBIT CARD - Dollar Limit | \$500.00 Per 24 Hours |
| DEBIT CARD - New Card or Reorder | \$5.00 |
| Visa Debit Card allows you to use the card like an ATM card. It may also be used at any Visa merchant. Amount of purchase will automatically be deducted from your checking account. | |
| OVERDRAFT CHARGE (Charged after 3rd day) A daily overdraft charge applies to overdrafts created by check, in-person withdrawal or other electronic means. | \$15.00 |
| NSF RETURNED ITEM FEE A returned check charge applies to overdrafts created by check, in-person withdrawal or other electronic means. | \$27.50 |
| NSF PAID ITEM FEE A check paid charge applies to overdrafts created by check, in-person withdrawal or other electronic means. | \$27.50 |
| STOP PAYMENT REQUEST Each request is effective for six months. | \$27.50 |
| STOP PAYMENT RENEWAL Each request is effective for six months. | \$27.50 |
| MAINTENANCE FEE (SAVINGS ACCOUNTS) | \$2.00/Monthly If average daily balance is below \$100.00 |
| DORMANT ACCOUNT (INACTIVE FOR 18 MONTHS) | \$3.00/Monthly When balance < \$300.00 |
| DORMANT ACCOUNT (INACTIVE FOR 18 MONTHS) | \$6.00/Monthly When balance < \$50.00 |
| WIRE TRANSFERS (OUTGOING) - DOMESTIC | \$15.00 |
| WIRE TRANSFERS (OUTGOING) - INTERNATIONAL | \$50.00 |
| WIRE TRANSFERS (INCOMING) - DOMESTIC | \$5.00 |
| WIRE TRANSFERS (INCOMING) - INTERNATIONAL | \$5.00 |
| ACCOUNT RESEARCH Minimum charge \$20.00 | \$25.00/HR |
| RECONCILEMENT OF ACCOUNT | \$10.00/HR |
| ESCROW SET-UP | \$200.00 |
| TRAVELERS CHEQUES | \$1.00/Hundred |
| MONEY ORDERS | \$1.00 |
| CASHIERS CHECKS | \$3.00 |
| GARNISHMENTS/LEVYS | \$15.00 |
| CHECK PRINTING Fee depends on style ordered. | VARIES |
| ACH ORIGINATIONS - Monthly ACH Online Fee | \$10.00 |
| ACH ORIGINATIONS - Per Transmission ACH File Fee | \$4.00 |
| ACH ORIGINATIONS - Per Item in ACH Files | \$0.20 |
| STATEMENT COPY | \$5.00 |
| XEROX COPY PER PAGE | \$0.20 |
| FAXES - OUTGOING | \$1.00 per page |
| FAXES - INCOMING | \$0.50 per page |
| CHECK CASHING - Non-Customers | \$5.00 |

| | |
|---|----------------|
| PREAUTHORIZED TRANSFER | \$5.00 |
| IRA TRANSFER TO ANOTHER INSTITUTION | \$25.00 |
| SAFE DEPOSIT BOX ANNUAL RENTAL FEE - 3X5 | \$15.00 |
| SAFE DEPOSIT BOX ANNUAL RENTAL FEE - 4X6 | \$20.00 |
| SAFE DEPOSIT BOX ANNUAL RENTAL FEE - 5X5 | \$25.00 |
| SAFE DEPOSIT BOX ANNUAL RENTAL FEE - 3X10 | \$30.00 |
| SAFE DEPOSIT BOX ANNUAL RENTAL FEE - 5X10 | \$45.00 |
| SAFE DEPOSIT BOX ANNUAL RENTAL FEE - 7X10 | \$53.00 |
| SAFE DEPOSIT BOX ANNUAL RENTAL FEE - 10X10 | \$60.00 |
| SAFE DEPOSIT BOX ANNUAL RENTAL FEE - 10X11 | \$78.00 |
| SAFE DEPOSIT BOX ANNUAL RENTAL FEE - 7X13 | \$78.00 |

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PRIVACY POLICY

| FACTS | WHAT DOES FIRST BANK & TRUST COMPANY DO WITH YOUR PERSONAL INFORMATION? |
|--------------|--|
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| What? | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Account balances and Payment history • Credit history and Overdraft history When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. |
| How? | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First Bank & Trust Company chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does First Bank & Trust Company share? | Can you limit this sharing? |
|---|---|------------------------------------|
| For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | YES | NO |
| For our marketing purposes - to offer our products and services to you | NO | We don't share |
| For joint marketing with other financial companies | NO | We don't share |
| For our affiliates' everyday business purposes - information about your transactions and experiences | NO | We don't share |
| For our affiliates' everyday business purposes - information about your creditworthiness | NO | We don't share |
| For our affiliates to market to you | NO | We don't share |
| For nonaffiliates to market to you | NO | We don't share |

| | |
|-------------------|---|
| Questions? | Call 888-819-1090 or go to www.fbtcozad.com |
|-------------------|---|

Who we are

| | |
|--------------------------------------|----------------------------|
| Who is providing this notice? | First Bank & Trust Company |
|--------------------------------------|----------------------------|

What we do

| | |
|---|---|
| How does First Bank & Trust Company protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| How does First Bank & Trust Company collect my personal information? | We collect your personal information, for example, when you <ul style="list-style-type: none"> • Open an account or Deposit Money • Apply for a loan or Pay your bills • Make deposits or withdrawals from your account We also collect your personal information from others, such as credit bureaus, affiliates or other companies |
| Why can't I limit all sharing? | Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes-information about your creditworthiness • affiliates from using your information to market to you |

initiated from using your information to market to you

- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *First Bank & Trust Company does not share with our affiliates*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *First Bank & Trust Company does not share with nonaffiliates so they can market to you*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *First Bank & Trust Company doesn't jointly market.*

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ONLINE BANKING DISCLOSURE

1. The Service.

In consideration of the Online Banking services ("Services") to be provided by First Bank and Trust Company ("BANK"), as described from time to time in information distributed by BANK to its customers. In the agreement, "Customer" refers to the person(s) subscribing to or using the Service. The Customer agrees as follows: You may use a Personal Computer ("PC") through an Internet connection to obtain account balances and transaction information. You may also use your PC to obtain statements on your accounts and to transfer money between your accounts. However, transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal regulations. In addition, you may use your PC to electronically direct us to make payments from your account to third parties ("Payees") that you have selected to receive payment through the Service. You may make payments through the Service to any business professional, merchant, family member, or friend. The "Account" means your designated bill payment checking account at BANK from which we make bill payments on your behalf pursuant to the Agreement. By subscribing to the Service or using the Service to make any payments to a third party, you agree to the terms of the Agreement. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

2. Your Merchant List.

You may include all utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through First Bank and Trust Company Bill Payment. Include a complete mailing address and telephone number for each and your account number with each payee. We reserve the right to decline to make payments to certain persons and entities.

3. Your Password.

Each individual who has access to Online Banking, including each individual named on joint accounts, must designate a password and a user code. Your password must be a minimum of 6 characters, which must consist of at least one (1) letter and one (1) numeric character. The letters are case sensitive. For example, if you enter your password as: 1234abc you cannot use 1234ABC. It is recommended that you change your password periodically to enhance security.

4. Scheduling Payments.

You may choose to add Bill Payment and use your PC to electronically schedule payments with the Service. Payments are posted against your balance available for withdrawal, as defined in the bank's Funds Availability Policy, plus the available credit on your overdraft protection, if any, or other line of credit.

5. Delivery of Your Payments and Transfers.

You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter payment information through the Service twenty-four (24) hours a day, seven (7) days a week, payments can be initiated only on business days. Funds will be deducted from your Account on the business day on which a payment is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the following business day.

After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated Clearing House) or by other means. Because of the time it takes to send your payment to them, your Payees generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a next-day payment, a future payment, or a recurring payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your Payees, the Transaction Date should be prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). Payments and transfers must be scheduled by the normal cut-off time of 6 p.m. local (Central Time) time on any business day in order for the payment to be initiated for that business day.

6. Recurring Payments.

Recurring payments are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring payments will be made automatically until you tell us to stop or cancel the payment on-line and we have a reasonable opportunity to react.

7. Our Liability for Failure to Complete Transactions.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance:

- a. if, through no fault of ours, you do not have enough money in your account to make the transfer;
- b. if the money in your account is subject to legal process or other encumbrances restricting transfer;
- c. if the transfer would go over the credit limit on your overdraft line (if any);
- d. if the system was not working properly when you started the transfer;
- e. if circumstances beyond our control (such as fire or flood or systems failure) prevent the transfer, despite

reasonable precautions that we have taken; or
f. if the payee mishandles or delays handling payments sent by us.

8. Canceling Payment.

You may use your PC to cancel a payment up to 6 p.m. (Central Time) on the business day your payment is scheduled to be initiated ("Transaction Date"). There is no fee for canceling a payment Online. Other requests must be made at least one (1) day prior to scheduled payment date. A payment that has been sent may be recalled for a stop payment fee of \$27.50 per item, but the BANK will not guarantee the ability to recall an item.

9. Statements.

All payments, transfers, and/or fees made with the Service will appear on your monthly Account statement. The Payee name, payment amount, and date of the payment will be shown for each payment made through the Service during that month.

10. Fees.

Fees for Services shall be payable in accordance with a schedule of charges as established and amended by BANK from time to time. Charges shall be automatically deducted from customer's Account, and BANK shall provide to Customer monthly notice of such debit(s) on your statement.

11. Equipment.

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

12. Business Days/Hours of Operation.

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

13. Notice of Your Rights and Liabilities.

Security of your transactions is important to us. Use of the Services may therefore require a PIN or password. If you lose or forget your PIN or password, please call (308) 784-2515 during normal business hours listed above. We may accept as authentic any instructions given to us through the use of your password or PIN. You agree to keep your PIN and password secret and to notify us immediately if your PIN or password is lost or stolen or if you believe someone else has discovered your PIN or password. You agree that if you give your PIN or password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Services. Online Banking Services enables you to change your password; we commend that you do so regularly. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your PIN or password was used in connection with a particular transaction.

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

Tell us AT ONCE if you believe your PIN or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within two (2) business days, you can lose no more than \$50. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN or password, and we can prove we could have stopped someone from using your PIN or password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days, if we can prove that we could have prevented someone from taking the money if you had told us in time. If you believe your PIN or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (308) 784-2515 during normal business hours listed above. WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PINS OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

14. Errors and Questions.

In case of errors or questions about your electronic transactions, telephone us at (308) 784-2515, 8 a.m.-5 p.m. (Central Time), Monday through Friday, or write us at:

First Bank and Trust Company
PO Box 7

Cozad, NE 69130

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

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

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

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

15. Disclosure of Account Information to Third Parties.

We may disclose information to third parties about your account or the transactions you make:

- a. where it is necessary for completing transactions or resolving errors involving the Services; or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- c. in order to comply with government agency rules, court orders, or other applicable law; or
- d. to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of

d. to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
e. if you give us your permission.

16. Authorization to Obtain Information.

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

17. Termination.

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

18. Limitation of Liability.

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

19. Waivers.

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

20. Assignment.

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

21. Governing Law.

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

22. Amendments.

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

23. Indemnification.

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

24. Security Procedures.

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used only for authorized purposes. The BANK may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986. ConnectKey is an additional layer of security that is now a standard part of your mtnviewbank.com Online Banking login routine. ConnectKey is made up of three parts: an image, a pass phrase and three challenge questions no one else knows. When you're at your own computer, enter your Access ID and then click on the Submit button. We'll show your ConnectKey image and pass phrase, which verifies that you're at the valid Online Banking site at First Bank and Trust Company. Now you know it's safe to enter your Password. When you're signing in from a different computer, we ask one of your challenge questions to verify your identity. The secret ConnectKey pass phrase and image will appear after you answer correctly. You know it's safe to enter your Password and login; and we know that it's really you.

25. Fee Schedule.

There is no monthly service charge for online banking and bill payment services.

Fees that may be associated with online banking are:

Bill Payment Non-Sufficient Funds Fee: \$27.50

Stop Payment Fee: \$27.50 per item

Cancelled Check Copy Fee: \$25.00 per hour research fee.

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E-STATEMENT DISCLOSURE

You must be an owner/signer on all accounts you wish to access electronically.

E-Statement Requirements

- Personal Computer with a "strong encryption" (128-bit) browser. We recommend Microsoft Internet Explorer with 128-bit encryption or Firefox with 128-bit encryption. **Note: We do NOT recommend the use of beta browser versions.**
- PDF document viewer such as Adobe Acrobat
- Online Banking access

E-Statement Customer Agreement:

In consideration of the E-Statement services (SERVICES) to be provided by First Bank & Trust Company as described from time to time in information distributed by Bank to its customers, the undersigned CUSTOMER agrees as follows:

- The CUSTOMER requests and authorizes BANK to send notice of regular periodic statement(s) to CUSTOMER or

- The CUSTOMER requests and authorizes BANK to send notice of regular periodic statements to CUSTOMER or their agent, in lieu of a paper copy, in electronic format for all account selected in this agreement to be viewed through BANK'S Online Banking SERVICE. By utilizing the SERVICES, CUSTOMER agrees to be bound to all rules and regulations applicable to CUSTOMER'S deposit account and any other contract for services at BANK as established and amended by BANK.
- CUSTOMER agrees to receive the BANK'S Annual Financial Privacy Notice, Change in Terms Notices, Billing Rights Statement, and Error Resolution Notices in an electronic format. BANK will provide this information via e-mail links or other electronic transmission. A copy of said disclosures may also be viewed at the BANK'S web site, www.fbtcozad.com OR www.mtnviewbank.com. The Consent granted by this paragraph applies to all accounts identified in this agreement. BANK will notify CUSTOMER of any material change in hardware or software required for retrieving or storing this disclosure information.
- CUSTOMER understands their right to revoke this agreement and thereby withdraw consent to communicate with the BANK electronically. In order to withdraw consent and terminate this agreement, CUSTOMER may provide written notification to BANK, 30 days in advance, at the following address: First Bank & Trust Company, PO Box 7, Cozad, NE 69130. Customers may also withdraw consent and terminate this agreement by calling 1-888-819-1090 or stop by any BANK locations. There are no fees associated with rescinding this agreement.
- CUSTOMER understands their right to obtain a paper copy of any of the above-described disclosures or e-statements. To obtain a paper copy, the CUSTOMER must make a specific request to the BANK at any BANK location. In some cases, research fees and or statement copy fees as specified in the BANK'S Schedule of Fees and Charges may apply to the CUSTOMER'S request pursuant to this paragraph.
- CUSTOMER agrees to notify the BANK immediately if CUSTOMER is unable to access any of the information that has been delivered by the BANK in an electronic form or manner.
- CUSTOMER agrees to notify BANK if CUSTOMER's e-mail address changes. CUSTOMER may change their e-mail address by logging into Online Banking and selecting "Options" and "Edit E-mail". CUSTOMER may also notify the BANK in writing to the above address, call 1-888-819-1090, or stop by any of BANK locations.

BANK shall not be responsible or liable for:

- Consequential or incidental damages for negligent performance by BANK of its SERVICES.
- Damages arising from unauthorized access to SERVICES.
- Any cost associated with updating, modifying or terminating CUSTOMER'S software or hardware.

Additional Terms:

- CUSTOMER represents and warrants to the BANK that each individual authorized to access CUSTOMER accounts and information through the SERVICES is hereby authorized to access this account information. Each authorized user will designate a password as required by the various SERVICES. Generally, passwords shall consist of at least 6 characters and must include letters and numbers. Once selected for each user, a password is to be used only by the individual and protected from use by others. CUSTOMER agrees that BANK's security procedures are commercially reasonable.
- Unless otherwise noted, the meaning of terms used in this agreement and information incorporated herein shall be defined by the applicable provisions of the Nebraska Uniform Commercial Code. The laws of the State of Nebraska shall govern this Agreement and all transactions hereunder. CUSTOMER acknowledges that he/she has reviewed this Customer Agreement, understands the term and conditions set forth herein, and agrees to be bound hereby.
- This Agreement may be terminated by the BANK at any time and for any reason without advance notice to CUSTOMER.

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Do not send sensitive or confidential information by email.