



INTERNET BANKING & MOBILE DEPOSIT AGREEMENT

ELECTRONIC FUND TRANSFERS

Type of Transfers You may access your accounts by computer using your customer ID and password to:

- transfer funds from checking to savings and money market account(s)
- transfer funds from savings and money market to checking account(s)
- transfer funds from checking to checking account(s)
- transfer funds from savings and/or money market to savings and money market account(s)
- make payments from checking, savings, and money market accounts to loan accounts with Elkhorn Valley Bank
- get information about the account balance of your checking, savings, and money market accounts and deposits and withdrawals
- get information about account balances of certificates of deposit and loans

Limitations on Frequency of Transfers

Transfers from a savings account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per month.

Transfers from a money market savings account to another account or to third parties by preauthorized, automatic, or telephone transfer or by check or similar order to third parties are limited to six per month.

Periodic Statements You will get a monthly account statement from us for your checking accounts.

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

Business Days

For purposes of these disclosures, our business days (days when we are open for carrying on substantially all business functions) are Monday through Friday. Holidays are not included.

Your Rights and Liabilities Security of your transactions is important to us. Use of the Internet Banking services will therefore require a customer ID and password. If you lose or forget your customer ID or password, please call 402-371-0722 during normal business hours. We will accept as authentic any instructions given to us through the use of your customer ID or password. You agree to keep your customer ID and password secret and to notify us immediately if your customer ID or password is lost or stolen or if you believe someone else has discovered your customer ID or password. You agree that if you give your customer ID 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 Internet Banking services. You may change your password at any time by using internet banking online services. 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 Internet Banking 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 customer ID or password was used in connection with a particular transaction.

If any unauthorized use of your customer ID 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 customer 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 line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your customer ID and/or password, you can lose no more than \$50.00 if someone used your customer ID and/or 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 customer ID and/or password, and we can prove we could have stopped someone from using your customer 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 funds 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 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 your customer ID and/or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this agreement.

WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN CUSTOMER ID OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.

Financial Institution's Liability

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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line (if any);
- If the system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- There may be other exceptions stated in our agreement with you.

Error Resolution Notice In case of errors or questions about your electronic transfers call or write us at the telephone number or address listed below. Notify us immediately if you think your statement or receipt is wrong or if you need

more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error first appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 (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) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 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 this 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.

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

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- in order to comply with government agency or court orders; or
- as explained in the separate Privacy Disclosure

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 Internet Banking service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

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

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

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.

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

MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Remote Deposit is designed to allow you to make deposits of checks (“original checks”) to your accounts from home or other remote locations by taking a photo or scanning the original checks and delivering the digital images and associated deposit information (“images”) to us or our processor with your Mobile Device. You must have an active Elkhorn Valley Bank online banking account to apply for Mobile Deposit. The Application for use of the Mobile Remote Deposit Services, your notification of approval of the application, and Elkhorn Valley Bank & Trust’s agreements and disclosures are hereby incorporated into and made a part of this Disclosure and Agreement. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (now or in the future) that govern any of your accounts at Elkhorn Valley Bank & Trust. In the event of a discrepancy between this Disclosure and Agreement and the Application, your approval, or the Account Agreement, this Disclosure and Agreement will control.

Your Contact Information You agree to notify us immediately of any change in your contact information including address, telephone number(s), email address, etc.

Limits Once your application for Mobile Remote Deposit is approved by us, you understand and agree that you cannot exceed the limitations on dollar amounts of “remote deposits” that are set forth by us. Elkhorn Valley Bank & Trust will set and notify you of your daily and monthly dollar limits when your application for Mobile Deposit Services is processed. Elkhorn Valley Bank & Trust reserves the right to modify these daily and monthly deposit limits at any time.

Eligible items You agree to photograph and deposit only checks (i.e., drafts drawn on a Bank or Credit Union and payable on demand.)

You agree that you will NOT use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 is drawn.
- Checks issued by a financial institution in a foreign country.
- Checks that are incomplete.
- Checks that are “stale dated” (more than six months old) or “post dated”.
- Savings Bonds, traveler’s checks, money orders, or postal money orders.
- Checks previously deposited whether as an original item, substitute check or image replacement document, without Elkhorn Valley Bank & Trust’s expressed written consent.

Requirements Each image must accurately and legibly provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements: Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. **Your endorsement must include your signature and**

your Elkhorn Valley Bank & Trust account number and "FOR MOBILE DEPOSIT ONLY". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

Original checks After you receive confirmation that we have received a check image, and the check image has been credited to your account, you must mark the check "VOID" and securely store the original check for 45 days after transmission to us and make the original check accessible to us at our request. You may not present the original check or any image or substitute check created from the original check for payment at any other financial institution. Upon our request from time to time, you will deliver to us within 5 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account regardless of whether such action may cause your account to not have sufficient funds and pay any associated fees. Promptly after such period expires, you must destroy the original check by crosscut shredding or another acceptable means of permanent destruction. After destruction of an original check, the image will be the sole evidence of the original check. You agree that you will never represent the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.

- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment. With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. Elkhorn Valley Bank & Trust is not liable and has no responsibility of any kind for any loss or damage thereby incurred by you due to unavailability of service.

In the event that Mobile Deposit is unavailable, you may deposit original checks at one of our office locations or by mailing the original check to: Elkhorn Valley Bank & Trust, P.O. Box 1007, Norfolk, NE 68702.

Funds Availability Mobile Deposits confirmed as received before 4:30 P.M. Central Time on a business day that we are open will be credited to your account the same day. Deposits confirmed received after 4:30 P.M. Central Time and deposits confirmed received on holidays or days that are not our business days (Monday through Friday) will be credited to your account on the following business day after.

Business Days Our business days are Monday through Friday, except holidays.

Mobile Deposit Security You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to 402-371-0722 or with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Profit Stars® retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation You understand and agree that you are required to indemnify Elkhorn

Valley Bank & Trust and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Remote Deposit Services and/or your breach of this Disclosure and Agreement. Including without limitation your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that Elkhorn Valley Bank & Trust may incur for processing an image or substitute check rather than the original paper check. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Profit Stars®, and hold harmless Profit Stars®, its affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Financial Institution or End User's use of the Services, Profit Stars®, unless such claim directly results from an action or omission made by Profit Stars® in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERRORFREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED. LIMITATION OF LIABILITY: YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

Termination We reserve the right to terminate, suspend, or modify Mobile Remote Deposit Service at any time.

ELKHORN VALLEY BANK & TRUST

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