INTERNET BANKING AGREEMENT AND DISCLOSURE

This Internet Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Jones National Bank & Trust Co. Internet Banking and/or Internet Bill Payment service ("Service"). It also describes the rights and obligations of Jones National Bank & Trust Co. Please read this Agreement carefully. By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement. Our internet banking and bill payment services are intended for individuals 18 years of age or older.

I. Definitions & Requirements

- A. The following definitions apply in this Agreement:
 - 1. "Bill Pay" is the online service that enables the scheduling of bill payments using a personal computer;
 - 2. "Internet banking" is the Internet-based service providing access to your Jones National Bank & Trust Co. account(s);
 - 3. "Online Account" means the bank account from which you will be conducting transactions using a Service. You must have an existing account with us to enable our Internet Banking service. An account means any of your account(s) to which we may allow access via the Service under this Agreement. Only a checking account is eligible for online Bill Pay privileges. We may make additional accounts available for Bill Pay from time to time as allowed by law.
 - 4. "Password" is the customer-generated code selected by you for use during the initial log in, or the codes you select after the initial log in, that establishes your connection to the Service;
 - 5. "PC" means a personal computer that enables you, with an Internet browser and Internet service provider, to access your Online Account. You will need a computer with a modem and Internet browser that supports SSL with 128-bit encryption. You are solely responsible for the maintenance, installations, and operation of your computer. Jones National Bank & Trust Co. shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software.
 - 6. You should routinely scan your PC and diskettes using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Jones National Bank & Trust Co. shall not be responsible for any computer virus that affects your computer or software while using our Service.
 - 7. Time of day references are in Central Standard Time (CST);
 - 8. "User ID" is the identification code assigned to you for your connection to the Service;
 - 9. "We," "us," "our," "Jones National Bank & Trust Co.", or "Bank" refer to Jones National Bank & Trust Co. and any agent, independent contractor, service provider, licensor, designee, or assignee Jones National Bank & Trust Co. may involve in the provision of Internet Banking;
 - 10. "You" or "your" refers to the owner of the account or a person with authority with respect to the account.
 - 11. In order to provide electronic disclosures, we must maintain a current customer e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should notify Jones National Bank & Trust Co. of any changes to your personal contact information.

II. Access to Service

A. Jones National Bank & Trust Co. will provide instructions on how to use our internet banking and bill pay services. You will gain access to your online accounts through the use of your Internet-enabled PC, your Internet service provider, your User ID, and your Password. You may access your online accounts 24 hours a day, seven days a week. However, the availability of Services may be suspended for brief periods of time for purposes of maintenance, updating, software revisions, or emergencies. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or certain features.

B. For purposes of transactions, our business days are any calendar days other than Saturday, Sunday, or any holidays recognized by Jones National Bank & Trust Co.. Bill Payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal System are operating and open for business. Account transfers are processed on all business days that the Federal Reserve is open for business. Our cutoff time is based on our business days and Central Standard Time (CST). Transactions completed after 10:00 PM EST will be processed on the following business day.

III. Banking Transactions with Internet Banking

- A. <u>Account History</u>. Transaction history for your online accounts begins accumulating on the date your access to our current Internet Banking service is activated. Up to 12 months of transaction detail and history is stored and may be viewed via the Service.
- B. <u>Transfer of Funds</u>. In addition to viewing account information, you may use the Service to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds between your checking accounts and savings accounts.
 - 1. NOTE: Because federal regulations require banks to limit preauthorized transfers, including internet banking transfers, the following limitations apply:
 - a. <u>Statement Savings Accounts</u>. You can make no more than six (6) transfers per month by preauthorized or automatic transfer or by telephone or online banking.
 - b. <u>Money Market Accounts</u>. You can make no more than six (6) transfers per month by preauthorized or automatic transfer or by telephone or online banking.

C. Additional Services.

1. Additional internet banking Services may be introduced from time to time. The Bank will notify you of the existence of these new Services. By using these Services when they become available, you agree to be bound by the rules that will be made available to you concerning these Services.

IV. Schedule of Fees

- A. The Bank offers our Internet Banking and Bill Pay Services free of charge.
 - 1. <u>Important notice for business customers</u>: Please note that an online bill payment will generate an Automated Clearing House (ACH) transaction that will be charged to your account as an ACH debit item.

V. Statements

A. You will continue to receive your regular account statement either monthly or quarterly (depending on the type of account), unless you opt-in to receive electronic statements only.

VI. Security & Privacy

- A. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service. Our customer privacy notice is available online at www.jonesbank.com/privacy.
- B. The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Customer Service Center will verify your identity and authorization against information associated with the eligible account(s) that you request to be accessible via the Service.
- C. You are responsible for keeping your password and online account information confidential. You determine your own password, which is encrypted in our database. No one at Jones National Bank & Trust Co. or at our Internet Banking service provider has access to this information.
- D. In order to protect yourself against fraud, you should adhere to the following guidelines:

- 1. Do not give out your account information, Password, or User ID;
- 2. Do not leave your PC unattended while you are in the Bank's Internet Banking site;
- 3. Do not allow your Internet browser to store your Internet Banking User ID or Password;
- 4. Never leave your account information within range of others; and
- 5. Do not send privileged account information (account number, Password, etc.) via any public or general email system.
- 6. If you believe your Password has been lost or stolen, please use the Password Change feature within the User Options section of the Service to change your Password.
- 7. If you suspect any fraudulent activity on your account, call us immediately at (402) 643-3602 or toll-free (888) 562-3602 between the hours of 8:00 AM to 5:00 PM, Monday through Friday; Saturday, 8:00 AM to 12:00 PM. Telephoning the Bank is the best way of minimizing your losses and liability. (See Section XIII below).

VII. Electronic Mail (E-mail)

- A. If you send us an e-mail message, we will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.
- B. E-mail transmissions outside of the internet banking service are not secure. We advise you not to send us or ask for sensitive information such as account numbers, password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the "Contact Us" e-mail form provided within the Secure Forms section of our Internet Banking service. Use this feature to e-mail us regarding inquiries about an electronic funds transfer error resolution, to report unauthorized transactions, or to contact us regarding other concerns of a confidential nature.

VIII. Bill Pay Services

- A. <u>Description of Service.</u> Our Bill Pay Service permits you to use your PC to direct payments from your designated internet bill payment account to third parties you wish to pay. Through the Bill Pay Service, you can pay bills from your bill payment account to businesses or individuals. We may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. By using this Service, you authorize us, and any third-party payment-processing agent we may use, to choose whatever method we feel is most effective to process your transaction. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Pay Service to make payments to settle security purchases, payments to interest-bearing accounts, federal, state or local tax payments, or court-ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.
- B. <u>No Duty to Monitor Payments.</u> The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur for any of the following reasons:
 - 1. Insufficient funds in your bill payment account to make the payment on the processing date;
 - 2. Delays in mail delivery:
 - 3. Changes to the payee's address or account number unless we've been advised of the change in advance
 - 4. The failure of any payee to correctly account for or credit the payment in a timely manner, or
 - 5. Any other circumstances beyond our control.

- C. Non-sufficient Funds. Funds must be available in your bill payment account on the scheduled payment date. If your bill payment account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the payment may or may not be made, and, in either case, you will be assessed a non-sufficient funds fee as listed on our current service fee schedule. In addition, the Bill Pay service may automatically block future internet bill payments until the account has sufficient funds to make the payment. We will attempt to notify you by telephone, e-mail, or U.S. Postal mail, but the Bank shall have no obligation or liability if we overdraw your account by making a payment for which you do not have sufficient funds or if we do not complete a payment because there are insufficient funds in your account to cover the payment. If a payment is not made due to insufficient funds, you are responsible for contacting us at (402 643-3602 or (888) 562-3602 to either make alternate arrangements for the payment or to reschedule the payment through the Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.
- D. <u>No Signature Required.</u> When any payment or other Internet Service generates items to be charged to your account, you agree that we may debit your bill payment account without requiring your signature on the item and without prior notice to you.

IX. Linked Accounts

- A. All accounts with the Bank that you enroll in for a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:
 - 1. The accounts of the business for which that person is an authorized user;
 - 2. The accounts of any other business for which that person is an authorized user; and
 - 3. Any consumer accounts for which the person is a co-owner or authorized signer.

X. Business Accounts

- A. If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:
 - 1. Enter into this Agreement, as amended from time to time:
 - 2. Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
 - 3. Use any internet banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

XI. Term and Termination

- A. <u>Term</u>. This Agreement will become effective on the effective date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. <u>Termination for Cause</u>. We may immediately terminate your internet banking privileges (including the Bill Pay Service) without notice to you under the following circumstances:
 - 1. you do not pay any fee required by this Agreement when due or
 - 2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
- C. At any time, we may cancel all or part of the Service that we generally offer. Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any internet banking or Bill Pay activity for a period of 3 consecutive months,

Internet Banking access may be terminated. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, Service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Service, you must contact our Customer Service Center. We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason.

- D. <u>Termination for Convenience</u>. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Internet Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:
 - 1. By sending an e-mail to: support@jonesbank.com
 - 2. By calling (888) 562-3602
 - 3. By writing a letter and either sending it to the following address: Attention: Internet Banking Jones National Bank & Trust Co., 203 S 6th Street, Seward, NE 68434 or giving it to a Customer Service Representative at any Jones National Bank & Trust Co. office.
- E. <u>Inactive Status</u>. We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

XII. Electronic Fund Transfer Provisions For Consumers

- A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- B. <u>Your Liability</u>. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
 - 1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
 - 2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
 - a. \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - b. the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
 - 3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
 - 4. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not

credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

- You may notify us by telephone, in writing, or by e-mail using the secure e-mail form provided within our internet banking Service. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- C. <u>Telephone Numbers and Addresses</u>. In case of errors or questions regarding an Internet Banking or Bill Pay transaction, call (402) 643-3602 or toll-free (888) 562-3602, or write us at: Attn: Internet Banking, Jones National Bank & Trust, 203 S 6th Street, Seward, NE 68434.
 - We must hear from you at the telephone number, mailing address, or secure e-mail listed above no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:
 - a. Your name, account number and user ID.
 - b. A description of the error or the transfer in question and an explanation of why you believe it is an error or need more information
 - c. The dollar amount of the suspected error and date on which it occurred.
 - 2. If you verbally provide this information, we may require that you send us your complaint or question in writing within 10 business days.

XIII. Liability

A. <u>Our Liability</u>. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Internet Banking or Bill Payment Service accounts. Unless otherwise required by applicable law, we are only responsible for performing the Internet Banking and Bill Payment Services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

With your acceptance and use of the Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your computer or any virus or computer problems that you may encounter related to the use of the Service. We will not be liable to you in the following instances:

- 1. If, through no fault of the Bank, you do not have enough money in your account to make the transfer.
- 2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
- 3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- 4. If your funds are subject to a legal proceeding, or other encumbrances, restricting the transfer.
- 5. If your transfer authorization terminates by operation of law.
- 6. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
- 7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.

- 8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- 9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
- 10. If the account has been closed.
- 11. If the bill payment or transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
- 12. If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment.
- 13. If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
- 14. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of this financial institution and/or our service providers.
- 15. Other applicable laws and/or regulations exempt us from liability.
- B. <u>Indemnification</u>. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Internet Banking or Bill Payment account.
- C. <u>Third Parties</u>. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Internet Explorer browser), by an Internet access provider, or by an internet service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Internet Banking or Bill Payment account.
- D. <u>Virus Protection</u>. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XIV. General Terms and Conditions

- A. <u>Bank Agreements</u>. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your online accounts. Your use of the Internet Banking service or the Bill Pay service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. We will automatically deduct the fees related to this Service from your bill payment account each month.
- B. Changes and Modifications. We may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it the day after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse affect on you or the services offered, we will provide you at least 30 days prior notice. Amendments or changes in terms and/or conditions may be made without prior notice if they do NOT result in higher fees, more restrictive Service use, disclosure of additional account information to third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s), you must notify us in writing or via email to cancel your access to the Service. Your continued use of the affected change in Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.

- C. <u>Assignment</u>. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent. You may not assign this Agreement to any other party.
- D. <u>Notices</u>. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. <u>Disclosure of Information</u>. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
 - 1. Where it is necessary for the provision of Internet Banking and for completing transfers;
 - 2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - 3. In order to comply with government or court orders, or other reporting requirements;
 - 4. If you give us your permission;
 - 5. To Bank-affiliated companies;
 - 6. It is necessary to assist us in the collection of information for internal use;
 - 7. It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Internet Banking and electronic funds transfer Service;
 - 8. It involves a claim by or against us concerning a deposit to or withdrawal from your account.