

**NOTE: Upon finishing reading the disclosure you may close the browser session and return to your already logged in session.**

**ONLINE ACCESS AGREEMENT  
and  
ELECTRONIC FUND TRANSFER ACT DISCLOSURE**

**Agreement** - This Agreement, which includes the Fee Schedule is a contract which establishes the rules which cover your electronic access to your accounts at MNB Bank ("BANK") through Internet Banking ("SYSTEM") By using SYSTEM, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Nebraska (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and BANK'S successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the Fee Schedule, constitutes the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

**Definitions** - As used in this Agreement, the words "we", "our", "us" and "BANK" mean MNB Bank. "You" and "your" refer to the accountholder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through SYSTEM. "Account" or "accounts" means your accounts at BANK. "Electronic funds transfers" means ATM withdrawals preauthorized transactions, point of sale transactions, transfers to and from your BANK accounts using SYSTEM including bill payments. "SYSTEM Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

**Access** - To use SYSTEM, you must have at least one account at BANK, access to Internet service, and an e mail address. SYSTEM can be used to access only the BANK accounts which you have ownership. We undertake no obligation to monitor transactions through SYSTEM to determine that they are made on behalf of the accountholder.

**SYSTEM Services** - You can use SYSTEM to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, order checks, make stop payment requests, view checks, view images of your checks and pay bills from your BANK accounts in the amounts and on the dates you request if you have enrolled in the Bill Payment Service.

**Hours of Access** - You can use SYSTEM seven days a week, twenty-four hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the SYSTEM website.

**Your Password** - You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be locked out for 15 minutes. After the 3rd consecutive lock-out, you must contact us to have your password unlocked and to receive a new temporary password. We require that you create a password that utilizes both alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

**Security** - You understand the importance of your role in preventing misuse of your accounts through SYSTEM and you agree to promptly examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges** - You agree to pay the fees and charges for your use of SYSTEM Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the BANK checking account you designated. If you close your designated account, you must contact us immediately to designate another account as the account to be charged. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM.

**Posting of Transfers** - Transfers initiated through SYSTEM before 6:00 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 6:00 p.m. (Central Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. You understand and acknowledge that the Current Business Day Screen in the Transfer Menu options of SYSTEM will reflect all transfers made. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals)** - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; Electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account may, at our discretion, be cancelled; In the event the electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account are not cancelled, overdraft charges will be assessed pursuant to the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of SYSTEM Transactions** - The number of transfers from BANK accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**Stop-Payment Requests** - You may initiate stop-payment requests online via SYSTEM only for paper checks you have written (non-electronically) on your BANK accounts (not SYSTEM bill payer paper drafts.) Online

stop-payment requests are processed at 9:00 a.m. on the business day following the date the stop-payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check.

If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account

**Disclosure of Account Information and Transfers** - You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to SYSTEM. You agree and hereby authorize all of these transfers of information.

**Periodic Statements** - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear on the respective periodic paper statements for your BANK accounts.

**Change in Terms** - We may change any term of this Agreement at any time. If the change would result in increased fees for any SYSTEM service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice a least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the BANK SYSTEM website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject SYSTEM Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments** - Contact us as soon as you can, if you think your paper statement is wrong, or if you need more information about a transfer listed on your paper statement. We must hear from you no later than 60 days after we sent the FIRST paper statement upon which the problem or error appeared. When you contact us:

Tell us your name and account number.

Describe the error or 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 the suspected error relates to a bill payment made via the SYSTEM Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days 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 the form of a paper writing within 10 business days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our Liability for Failure to Make a Transfer** - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. 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 a transfer.

If a legal order directs us to prohibit withdrawals from the account.

If your account is closed, or if it has been frozen.

If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.

If you, or anyone authorized by you, commits any fraud or violates any law or regulation.

If any electronic terminal, telecommunication device, or any part of the SYSTEM electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.

If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.

If you have not properly followed the on-screen instructions for using SYSTEM.

If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers** - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period 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 hospital stay) kept you from contacting us, we will extend the time periods.

**Disclaimer of Warranty and Limitation of Liability** - We make no warranty of any kind, express or implied including any implied warranty of merchantability or fitness for a particular purpose, in connection with the SYSTEM Services provided to you under this Agreement. We do not and cannot warrant that SYSTEM will operate without errors, or that any or all SYSTEM Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM.

**Your Right to Terminate** - You may cancel your SYSTEM service at any time by providing us with written notice by postal mail or fax. Your access to SYSTEM will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate** - You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons:

Without prior notice, if you have insufficient funds in any one of your BANK accounts. SYSTEM service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.

Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.

Upon reasonable notice, for any other reason in our sole discretion.

Communications between BANK and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

**E-mail** - You can contact us by e-mail at [mnb@mnb.bank](mailto:mnb@mnb.bank)

(Please note that banking transactions through SYSTEM are not made via e-mail.)

**Telephone** - You can contact us by telephone at (308)345-4240

**Facsimile** - You can contact us by fax at (308) 345-3767

**Postal Mail** - You can write to us at:

MNB Bank

220 Norris Avenue

McCook, NE 69001-1208

**In Person** - You may visit us in person at the main bank at 220 Norris Avenue.

**Consent to Electronic Delivery of Notices** - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

### **MNB Bank Alerts Terms and Conditions**

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

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

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 99588 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in MNB Bank Online Banking. For help with SMS text alerts, text "HELP" to 99588 are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** MNB Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside MNB Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold MNB Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.