

Online Access Agreement For Omaha State Bank Online Banking

AGREEMENT

This Online Access Agreement (“Agreement”) is a contract which establishes the rules that cover your electronic access to your Accounts at Omaha State Bank (“OSB” or “Bank”) through our Online Banking System, Omaha State Bank Online Banking. The online services governed are banking, bill pay and other banking services offered through Omaha State Bank Online Banking (collectively, the “Online Financial Services”). By using our System, you accept all the terms and conditions of this Agreement. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. 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 the Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Online Access Agreement will be governed by and interpreted in accordance with all applicable laws and regulations. The following rules will apply to the extent there is no applicable federal law or regulation. If the Account or Service you are accessing via System is maintained through Omaha State Bank, this Online Access Agreement will be governed by and interpreted in accordance with 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. 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, successors and assigns and Bank’s successors and assigns. The Bank may assign this Agreement to any existing or future direct subsidiary. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties. 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 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.

As used in this Agreement, the words “we”, “our”, “us”, “OSB”, and “Bank” refer to Omaha State Bank. “You” and “your” refer to the account holder authorized by Bank to use System under this Agreement and anyone else authorized by that account holder to exercise control over the account holder’s funds through System. “Account” or “accounts” refer to your accounts at Bank. “Electronic fund transfer” means ATM withdrawal, preauthorized transactions, point-of-sale transactions, and transfers to and from your Bank accounts using System including bill payments. “System Services” mean the Services provided pursuant to this Agreement, including the Bill Payment Service. The term “Business Day” means Monday through Friday, excluding Saturday, Sunday and federal banking holidays.

System Services

You can use System to:

- View account balances and review transaction history.
- Download account history into Quicken, Microsoft Money and Quickbooks.
- Transfer money between eligible Omaha State Bank accounts
- Transfer money to pay your Home Equity loan, or other line of credit.

- Set up an Automatic Transfer to make monthly transfers from one account to another.
- Pay bills to any merchant, institution or individual with a U.S. address in the amounts you request if you have requested the Bill Payment Service.
- Change the address on any of your Accounts.
- Set up Account and personal email reminders.
- Communicate directly with the Bank via email.
- View check images
- Transfer money to and from an external bank account (Omaha State Bank reserves the right to cancel this or deny this at any time) if you have requested and been approved to do so.

Limits on Amounts and Frequency of System Transactions

The number of transfers from Accounts and the amounts that may be transferred are limited as described in the applicable Account Disclosure Statement. 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. Subject to account transaction fee schedules. You may conduct unlimited transfers between Accounts each day.

ACCESS

Requirements

To access your Accounts through System, you must have:

- At least one checking or savings Account at Bank.
- A computer capable of connecting to the Internet.
- A connection to the Internet through an Internet Service Provider (ISP).
- An internet browser such as Microsoft Internet Explorer or Netscape Navigator capable of at least 128-bit encryption.
- All software required to connect to the Internet.
- An email address.
- An Omaha State Bank Banking Login ID and Password.

Once we have received the Enrollment Form and verified your Account information, we will send you, either by email or by postal mail, confirmation of our acceptance of your enrollment. System will link all primary owned Account(s) to your Login ID or specific accounts per your instruction. You can add accounts by contacting our Customer Service Department at (402) 333-9100 or toll free at 1-877-YOUR-OSB, (968-7672). We undertake no obligation to monitor transactions through System to determine that they are made on behalf of the account holder.

Hours of Access

You can access your Accounts through System seven days a week, 24 hours a day. However, at certain times, some or all of Services may not be available due to system maintenance or to an emergency. We agree to post notice of any extended periods of non-availability of the System on the web site. During these times, you may use the Phone-A-Bank banking service, an Omaha State Bank or other ATM, or a branch to conduct your transactions.

Your Password

You will be given an online Password that will give you access to your Accounts through System. For security purposes, you will be required to change your Password upon your initial login to System. You determine what Password you will use and the identity of your Password is not communicated to us. Your Password can be changed at any time within the System. You agree that we are authorized to act on instructions received under your Login ID and Password. You

accept responsibility for the confidentiality and security of your Password. For security purposes, upon three unsuccessful attempts to use your Login ID and Password, your access to System will be disabled. To reestablish your authorization to use System, you may contact us at (402) 333-9100 or toll free at 1-877-YOUR-OSB, (968-7672) to have your Password reset or to obtain a temporary Password. At any time, you may use the Forgot Password service located on your Online Banking.

Your Password must be between five and ten characters long. We suggest that you utilize both upper- and lower-case alpha and numeric characters for security purposes. Your Password should not be associated with personal information that is easy to guess, such as your street number, your birthday, or a family member's birthday, name, etc. Memorize your Password. Do not write it down or reveal it to anyone.

If you believe that your Password may have been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, notify Omaha State Bank at once at (402) 333-9100 or toll free at 1-877-YOUR-OSB, (968-7672). You may immediately access the System and change your Password if you believe someone may have possession of the Password you are utilizing.

Multi-Factor Authentication

Due to the Federal Financial Institutions Examination Council (FFIEC) ruling of Dual Authentication in October, 2005, Bank has a Multi-Factor Authentication that each Login ID will be required to enroll in. This feature helps you to identify that you are at the Bank's web site and not a fraudulent look-alike. When you enroll in this security feature, you will select an Icon and a Pass Phrase known only to you. Each time you log in, Bank will display this Icon and Pass Phrase. If the Icon and Pass Phrase are not displayed or are other than what you established, please **do not** enter your Password and contact the Bank immediately at (402) 333-9100. Also, Bank will take additional steps to verify your identity through a series of Challenge Questions that you will established at the time of enrollment. You will be asked to answer these questions anytime the computer you are logging on with is not recognized.

Security

Your role is extremely important in the prevention of any wrongful use of your Account(s). If you find that your records have a discrepancy with the Bank's, please contact us at (402) 333-9100 or toll free at 1-877-YOUR-OSB, (968-7672).

You agree to protect the confidentiality of your Account number and information, and your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your Account may allow unauthorized access to your Account(s). 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 Service is secure, you acknowledge that the Internet is potentially 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 transfer utilizing System, or email 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. There is no fee for accessing your Account(s) through System.

Other fees, as detailed in our Schedule of Fees brochure, may apply to services ordered through System (such as a wire transfer and transfers from a credit account). You agree that all such fees and charges will be deducted from the Account. We reserve the right to waive, reduce or reverse charges or fees in individual situations. If you close the Account in which charges or fees are deducted, you must notify us and identify a new Account for the selected services. Additionally, if you close all Accounts, you must notify Bank to cancel your access to System. You agree to pay any additional reasonable charges for Services you request which are not covered by this Agreement.

Service may be cancelled at any time without prior notice due to insufficient funds or excessive use of uncollected funds (at Bank discretion) in your Account(s). After cancellation, System may be reinstated at the Bank's discretion once sufficient funds are available in your Account(s) to cover any charges or fees and other pending transfers, withdrawals, or debits.

If you do not access System for any consecutive 60-day period, we reserve the right to discontinue your access to System.

You agree to be responsible for any telephone charges which you incur by accessing your Account(s) through System. Please note that you are also responsible for any fees assessed and billed separately by your Internet Service Provider.

Stop Payment

If you have told us in advance to make regular payments from your Account(s), you can stop any of these payments. Here is how:

- a. Call us at (402) 333-9100 or toll free at 1-877-YOUR-OSB, (968-7672) or write to us at Omaha State Bank, 12100 West Center Road, Omaha, Nebraska 68144-3990 in time for us to receive your request at least three (3) Business Days before the payment is scheduled to be made.
- b. If you call, Bank will also require you to put your request in writing and send it to us within 14 days after you call.
- c. You may place a stop payment through your online banking.
- d. You will be assessed a Stop Payment Fee for each request as disclosed in our Schedule of Fees brochure.

Bank's Liability

If you order us to stop one of these payments three (3) Business Days or more before it is scheduled, and we do not do so, we will be liable for your losses or damages.

Transfers

An intra-bank transfer initiated through System prior to 10 p.m. (Central Time) on a business day is posted to your Accounts the same day. All transfers completed after 10 p.m. (Central Time) on a business day will be posted on the next Business Day. System identifies transfers based upon the Login ID of the User who made the electronic transfer. Accordingly, you understand and acknowledge that the Transfer History screen in the Transfer menu option of System will not reflect transfers made by multiple Users from the same Account(s) if different Login IDs are used. You agree to communicate with any other person(s) with authorized access to your Account(s) concerning any transfer(s) or bill payment(s) from your Account(s) in order to avoid being assessed any type of additional fees.

Overdrafts

(Bill 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, the:

- Electronic fund 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 canceled.
- In the event that the electronic fund transfers initiated through System, which would result in an overdraft of your Account, are not canceled, overdraft charges will be assessed pursuant to the terms of the Deposit Agreement for that Account and as disclosed in the Schedule of Fees brochure.

Optional Bill Payment Service

The Omaha State Bank Bill Pay Service allows you to schedule bill payments through System. You can arrange, at your option, for the payment of current, future and recurring bills from an eligible checking Account. You may pay any merchant or individual with a U.S. address.

Bill Payment Service daily cutoff time is 3 p.m. (Central Time). Payments made after 3 p.m. CT will be conducted on the next Business Day. You must designate the Account from which the payments are to be made; the complete name of the payee, the account number with payee, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be withdrawn from your Account. We are not obligated to make any such payment unless your Account (including overdraft protection) has sufficient funds to pay the bill on the Payment Date. Funds for all bill payments (whether these payments are made electronically or by check) will be withdrawn from your Account as an ACH Withdrawal on the next Business Day the payment is scheduled to be sent to the payee. By using the Bill Payment Service, you agree that, based upon the instructions received under your Login ID and Password, that we can charge your designated Account by electronic transfer, "no signature required draft", or by withdrawing and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

NOTE: Any payments made with Bill Pay Service require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other fees, you must schedule a payment sufficiently in advance of the due date. YOU MUST SCHEDULE THE PAYMENT AT LEAST 5 BUSINESS DAYS PRIOR TO THE DATE THE PAYMENT IS DUE TO YOUR PAYEE.

If Bank does not properly complete 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 pay any late fees or finance charges as long as your Account was in good standing with the payee prior to this incident. However, there are some exceptions to our liability. We will NOT be liable:

- If there are insufficient funds or credit availability in your designated Account (including your overdraft protection);
- If legal order directs us to prohibit withdrawals from the Account;
- If the payment Account is closed or frozen;
- If you, or anyone you allow, commits any fraud or violates any law or regulation;
- If the terminal, telecommunication device or any part of the electronic fund transfer system is not working properly, and you knew about the breakdown when you started the transfer;

- If you have not provided us with complete and correct payment information including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount;
- 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;
- There may be other exceptions stated in our Agreement with you.

We will not be liable for indirect, special, or consequential damages arising out of the use of Bill Pay Service.

If the payment Account has insufficient funds to cover a payment, the Bank may return the payment and your bill pay account will be blocked from use until the payment amount has been collected. After your bill pay Service has been blocked, it may be reinstated at Bank's discretion. Bank reserves the right to terminate your use of Bill Pay Service at any time.

If, for any reason, you should ever wish to cancel the Service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, by deleting those payments yourself using Service. This will ensure that future payments and transfers made by you will not be duplicated. We will continue to maintain Account(s) until you notify us otherwise.

How to Cancel a Bill Payment

To cancel a bill payment that you have scheduled through the Service, you must cancel the payment via Service (by following the on-screen instructions) as long as the payment is pending.

To Place a Stop Payment Request on a Bill Payment

If you make payments through the Bill Pay Service and it is after 2:45 p.m. (CT) the day you requested the payment to be made, you will need to place a stop payment request in one of the following ways:

1. You can call our Electronic Banking Department at (402) 333-9100 or toll free at 1-877-YOUR-OSB, (968-7672).
2. You can fax a request in writing to 1-866-741-2189. You will need to include the payment amount, date you made the payment, and the name of the vendor.

You will be assessed a Stop Payment Request Fee as disclosed in our Schedule of Fees brochure for each request.

Periodic Statements

You will receive a monthly Account statement unless there are not any electronic transactions in a particular month. In any case, you will receive a statement at least quarterly.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any Service, increased liability for you, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 30 days prior to 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 notify you by email or postal mail of any change in terms. As always, you may choose to accept or decline changes by continuing or discontinuing the System or Services to which these changes relate. Your continued use of any

or the entire System or Services indicate 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 Agreement and disclosures. Bank may, from time to time, introduce new Online Financial Services. By using these Services when they become available, you agree to be bound by the rules contained in this and any revisions conducted to this Agreement.

Disclosure of Account Information

You understand that information about your Account(s) or the transfers you make may be disclosed to others. For example, tax laws require Bank disclosure to the government of the amount of interest you earn, and some transactions, such as large currency transactions, must be reported to the government. We may also provide information about your Account(s) to persons or companies we believe would use the information for reasonable purposes, such as a merchant calling to verify a check you have written, in order to comply with government agency or court orders, and if you give us permission in any case. In addition, we routinely inform credit bureaus when Account(s) 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(s) or in connection with approving your access to System. You also authorize the Bank to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we have obtained about your Account(s) and the transfers you make. You agree and hereby authorize all of the above-mentioned transfers of information.

Obtaining Account Balance and Transaction History

You can obtain balance and transaction history on eligible Account(s) that are enrolled in Service. Account balance and transaction history reflects activity through the close of the previous Business Day plus real time transactions posted to your Account(s). The real time transactions are available to view when the real time telecommunications link is available.

Questions or Error Correction on System Transfers and Bill Pay Transactions

In case of questions or errors about System transfers or bill payments made through Service involving your Account(s), you should do one of the following as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need more information about a transaction listed on the statement or transaction record:

- Send an email to online@omahastate.com. (Note: email is not a secure transmission of data);
- Call Bank during normal business hours at (402) 333-9100 or 1-877-YOUR-OSB, (968-7672);
- Write to Omaha State Bank, 12100 West Center Road, Omaha, NE 68144-3990; or
- Stop by any Bank location during our hours of operation.

We must hear from you no later than sixty (60) Calendar Days after we have sent you the FIRST statement on which the problem or error appeared. If you notify us verbally, we will require that you send us your complaint or question in writing within ten (10) Business Days.

When you tell us about the problem, please:

- Tell us your name and account number;
- Describe the error or the transaction you are unsure about and explain why you believe it is an error or any additional information you need;
- Tell us the dollar amount of any suspected error;

We will determine whether an error occurred within ten (10) Business Days (5 if involving a Visa transaction or 20 for new a account holder) after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 Calendar Days (90 if the transaction involved was a point-of-sale transaction or a transaction initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (5 if involving a Visa transaction or 20 for a new account holder) for the amount you think is in error less your liability, so 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 during this period.

We will tell you the results within three (3) Business Days after we finish our investigation. You may ask for copies of the document(s) used in our investigation. If we decide that there was no error, we will send you a written explanation. If we have made a provisional credit, a corresponding debit will be made from your Account(s).

Unauthorized Transactions on Your Account(s)

You are responsible for all System transactions you authorize. If you permit someone else to use your Login ID and Password, you are responsible for all transactions he/she conducts on your Account through System.

Notify us at once if you believe another person has improperly obtained your Login ID and Password. Also, notify us if someone has transferred or may transfer money from Account(s) without your permission, or if you suspect any fraudulent activity on your Account(s). An immediate telephone call to (402) 333-9100 or toll free at 1-877-YOUR-OSB, (968-7672) is the best way to reduce any possible losses. You could lose all the money in Account(s) including your maximum amount of overdraft protection plan.

If you tell us within two (2) Business Days after you learn of the loss, theft, or compromise, you should lose no more the \$50 if someone used your Login ID and Password without your permission to access Account. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, compromise, or unauthorized use of your Login ID and Password, and Bank can prove we could have stopped someone from using System or Service without your permission had you told us, you could lose as much as \$500.

If you do not tell us within sixty (60) Calendar Days after the first statement was sent to you, you may not get back any money you lost if Bank can prove we could have stopped someone from taking the money if you had told us. If a good reason (such as a long trip or hospital stay) kept you from telling Bank, we may extend the time periods.

To notify us, call Omaha State Bank at (402) 333-9100 or 1-877-YOUR-OSB (968-7672) during normal business hours, or write to Omaha State Bank, 12100 West Center Road, Omaha, NE 68144-3990.

Disclaimer of Warranty and Limitation of Liability

Bank makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Financial Services (System and Services) provided to you under this Agreement. We do not and cannot warrant that System will operate without errors, or that any or all 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 Service 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, tort or

based on a warranty. Further, in no event shall the liability of Bank and its affiliates exceed the amount paid by you for the Service(s) provided to you through System.

Bank's Right to terminate this Agreement

You agree that Bank reserves the right to terminate this Online Access Agreement and your access to System or Service, in whole or in part, at any time at our sole discretion.

Your Right to Terminate

You may cancel your System or Service at any time by providing Bank with written notice by postal mail or fax. Your access to System will be suspended within three (3) Business Days of our receipt of your instructions to cancel. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

How to Communication with Bank

Unless this Agreement provides otherwise, you can communicate with Bank in any one of the following ways:

- **Email.** You can contact us by email at online@omahastate.com. Sending an email through System. Bank has provided this email for you to ask questions about your Account(s) or to provide us feedback on System or Service. (Note: email is not a secure transmission of data.)
- **Telephone.** You can contact the Bank at (402) 333-9100 or toll free at 1-877-YOUR-OSB, (968-7672).
- **Facsimile.** You can contact us by facsimile (fax) at 1-866-741-2189.
- **Postal Mail.** You can write to us at Omaha State Bank, 12100 West Center Road, Omaha, NE 68144-3990.
- **In person.** You may visit us at 12100 West Center Road in Omaha, NE or at any one of our other locations.

Consent to Electronic Delivery of Notice

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 Funds Transfer disclosures, may be made electronically by posting the notice on our web site or by email. You agree to promptly update your System profile of any change in your email address.