

# **INTERNET BANKING & E-SIGN CONFIRMATION AGREEMENT**

## **INTERNET BANKING AGREEMENT:**

### **1. The Internet Banking Services.**

In consideration of the Internet Banking service ("Services") to be provided by First Bank and Trust Company ("BANK"), as described from time to time in information distributed by BANK to its customers. In this Agreement, "Customer" refers to the person(s) subscribing to or using the Services. The Customer agrees as follows: You may use a Personal Computer ("PC") through an internet connection to obtain account balances and transaction information. You may also use your PC to obtain statements on your accounts and to transfer money between your accounts. However, transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per calendar month or statement cycle (or similar period) of at least 4 weeks. In addition, you may use your PC to electronically direct us to make payments from your account to third parties ("Payees") that you have selected to receive payment through the Services. You may make payments through the Services to any business professional, merchant, family member, or friend. The "Account" means your designated Bill Payment checking account at BANK from which we make bill payments on your behalf pursuant to the Agreement. By subscribing to the Services or using the Services to make any payments to a third party, you agree to the terms of the Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

### **2. Your Merchant List.**

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

### **3. Your Password.**

Each individual who has access to Internet Banking, including each individual named on joint accounts, must designate a password and a user code. It is recommended that you change your password periodically to enhance security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, and names of children. Your password should also be memorized rather than written down.

Upon three (3) unsuccessful attempts to use your password, access to Internet Banking will be revoked. To re-establish your authorization to use Internet Banking, you must contact us to have your password reset or to obtain a new temporary password.

By sharing your password with other users you are expressly authorizing these users to have access to all Accounts and use all service provided through Internet Banking. You acknowledge that you are solely liable and hold BANK harmless for the use or misuse of your Accounts by users you have granted access to your Internet Banking. If you wish to terminate a user's access to your Accounts through Internet Banking, you are solely responsible for changing your password to prevent the user from further accessing the Account.

### **4. Scheduling Payments.**

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

### **5. Delivery of Your Payments and Transfers.**

You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Although you can enter payment information through the Services twenty-four (24) hours a day, seven (7) days a week, payments can be initiated only on business days. Funds will be deducted from your Account on the business day on which a payment is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the following business day. After funds are withdrawn from your Account, we may remit your payments by mailing your payee a check, by electronic funds transfer, including ACH (Automated Clearing House) or by other means. Because of the time it takes to send your payment to them, your payees generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a next-day payment, a future payment, or a recurring payment, as described below. Therefore, in order to provide sufficient time for payments to be received by your payees, the Transaction Date should be prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). Payments and transfers must be scheduled by the normal cut-off time of 6 p.m. local (Central Time) time on any business day in order for the payment to be initiated for that business day.

### **6. Recurring Payments.**

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

#### **7. Our Liability for Failure to Complete Transactions.**

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

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

#### **8. Canceling Payment.**

You may use your PC to cancel a payment up to 6 p.m. (Central Time) on the business day your payment is scheduled to be initiated ("Transaction Date"). There is no fee for canceling a payment online. Other requests must be made at least one (1) day prior to scheduled payment date. A payment that has been sent may be recalled for a stop payment fee of \$30.00 per item, but the BANK will not guarantee the ability to recall an item.

#### **9. Statements.**

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

#### **10. Fees.**

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

#### **11. Equipment.**

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

#### **12. Business Days/Hours of Operation.**

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

#### **13. Notice of Your Rights and Liabilities.**

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

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

Tell us AT ONCE if you believe your PIN or password has been lost or stolen, telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within two

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

#### **14. Errors and Questions.**

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

Waypoint Bank  
PO Box 7  
Cozad, NE 69130

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

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

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

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

#### **15. Disclosure of Account Information to Third Parties.**

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

- a. Where it is necessary for completing transactions or resolving errors involving the Services; or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- c. In order to comply with government agency rules, court orders, or other applicable law; or
- d. To our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or
- e. If you give us your permission.

#### **16. Authorization to Obtain Information.**

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

#### **17. Termination.**

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

**18. Limitation of Liability.**

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

**19. Waivers.**

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

**20. Assignment.**

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

**21. Governing Law.**

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

**22. Amendments.**

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

**23. Indemnification.**

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

**24. Security Procedures.**

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by the BANK, which may be used only for authorized purposes. The BANK may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

Instant Authenticate is an additional layer of security that is now a standard part of your Internet Banking login routine. Instant Authenticate, an ID authentication, asks newly-registering users multiple-choice questions that they didn't choose for themselves and that draw upon information that unauthorized individuals are not readily able to obtain. To access your Internet Banking from your computer, you will be required to go to a secured link located on the home page. The address link on your browser will be highlighted in green to display verifies that you are at the valid Internet Banking site at Waypoint Bank. Now you know it is safe to enter your Access ID and Password. When you are signing in from a different computer, we ask one of your challenge questions to verify your identity.

We cannot and do not warrant that all data transfers utilizing Internet Banking, or e-mail transmitted to and from us, will not be monitored or read by others. We recommend that you utilize anti-virus software for your computer and an encrypted email software or services.

**25. Fee Schedule**

There is no monthly service charge for Internet Banking and Bill Payment services. Fees that may be associated with online banking are:

Bill Payment Non-Sufficient Funds Fee: \$30.00

Stop Payment Fee: \$30.00

Cancelled Check Copy Fee: \$30.00 per hour research fee.

**E-SIGN CONFIRMATION AGREEMENT:**

This E-Sign Disclosure and Consent applies to all Communications and required disclosures relating to your accounts Waypoint Bank (BANK).

### **Scope of Communications to Be Provided in Electronic Form**

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and disclosures includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your accounts including those disclosures required by the Real Estate Settlement Procedures Act, the Truth in Lending Act, the Mortgage Disclosure Improvement Act and Equal Credit Opportunity Act.
- Notices or disclosures about a change in the servicing of your accounts.
- Privacy Policy, Change in Terms Notice and any other BANK notices that apply to your accounts.
- Records and documents relating to any of your accounts with the BANK as long as we have a continuing relationship.

### **Method of Providing Communications to You in Electronic Form**

All Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Communication.

### **How to Withdraw Consent**

If, after you have consented to receive the required information electronically, you decide that you wish to receive the required information in paper format only, you may withdraw your previously provided consent. You have the right to withdraw your consent to receive Communications in electronic form by contacting your local branch. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective after we have a reasonable period of time to process your withdrawal.

### **How to Update Your Records**

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by contacting your local branch.

### **Hardware and Software Requirements**

In order to access, view, and retain electronic Communications that we make available to you, you must have:

- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- E-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;
- A personal computer operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and/or printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using a current version of one of the following browsers: Mozilla Firefox, Microsoft Internet Explorer, Google Chrome or Apple Safari;
- A PDF reader such as Adobe Reader ([www.adobe.com](http://www.adobe.com) for current version) or similar software required to view and print PDF files; and
- If there is a change in the hardware or software requirements needed to access or retain electronic records that creates a material risk that the consumer will not be able to access or retain a subsequent electronic record that was the subject of the consent, WPB will provide a statement of revisions and will allow the right to withdraw consent without any fees.

### **Requesting Paper Copies**

We will not send you a paper copy of any Communication which is available electronically from WPB, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact your local branch. We will not impose any fee for paper copies. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

### **Communications in Writing**

All Communications in either electronic or paper format from us to you will be considered "in writing." *You should print or download for your records a copy of this Agreement and any other Communication that is important to you.*

### **Federal Law**

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Termination / Changes**

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**Important Notice:** You understand that the information you have elected to receive is confidential in nature. We are not responsible for unauthorized access by third parties to information and /or communications provided electronically nor any damages, including direct, indirect, special, incidental or consequential damages caused by any unauthorized access. We are not responsible for delays in the transmission of any information. We are not responsible for any computer virus or related problems.

**INTERNET BANKING & E-SIGN CONFIRMATION OF AFFIRMATIVE CONSENT AGREEMENT:**

By confirming with a Confirmation Code at the end of the Internet Banking and E-Sign agreement, you the applicant, certify your "AFFIRMATIVE CONSENT" that:

- 1) you have read and understand the Internet Banking and E-Sign Confirmation of Affirmative Consent Agreements,
- 2) you were able to receive and open this document via electronic format,
- 3) you can print on paper or electronically save this agreement for your future reference,
- 4) you consent to receive the required information by the electronic means described in these agreements,
- 5) you have provided a working individual email address, and
- 6) you acknowledge that you are providing your consent to receive electronic communications pursuant to the Electronic Signatures in Global and National (E-SIGN) Commerce Act and intend that this statute applies to the fullest extent possible.