

DUNDEE BANK

ONLINE & MOBILE BANKING AGREEMENT & ONLINE PRIVACY AND SECURITY POLICY

www.dundeebanking.com
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In these materials, "you" and "your" refer to the person(s) named in the enrollment form(s) used to obtain access to this site and any other person that you permit to access the site using your User ID or password. The words "we," "us" and "our" refer to Dundee Bank. The word "password" refers to your secret authentication methods such as your password, challenge questions, and challenge image.

The Online & Mobile Banking Agreement sets forth the terms and conditions for accessing Online Banking and Mobile Banking Services ("Services"). This Agreement supplements and is in addition to the terms and conditions in your Account Agreement and accompanying Disclosures including Electronic Funds Transfer Disclosure.

General Terms

1. General Restrictions Concerning Use of Our Web Site & Mobile App

As a condition to the use of our web site and mobile app, you agree not to use our site for any purpose or transaction that is unlawful or prohibited by these General Terms or any other agreement you have with us. You also agree not to use our web site in any manner which could: (1) damage, disable, overburden, or impair our web site or anyone else's site; or (2) interfere with any other party's access to or use of our web site or anyone else's site. You agree not to obtain or attempt to obtain access to or use of any aspect of our web site through any means we do not intentionally make available on the site. You agree not to frame our web site or to mirror our web site on any other site and agree not to link to any portion of our site other than our home page. You agree to comply with the restrictions in the [Copyright and Proprietary Rights](#) paragraph.

2. PINS and Passwords; Security

IMPORTANT: We may permit access to your account information and may accept as authentic any instructions given to us using your User ID or password. **You agree to keep your User ID, password, and PIN secret. You agree to notify us immediately if your User ID, password, or PIN is lost or stolen or if you believe someone else has discovered your User ID, password, or PIN. If you give your User ID, password, or PIN to someone else, you are authorizing that person to act on your behalf.** The Services enable you to change your password; we recommend that you do so regularly. Don't use something that is easy to guess for your password (for example, your name, address or birth date) – a combination of letters, numbers and special characters, and challenge questions are required. We may be liable for certain security breaches to the extent required by applicable law and regulation (see [Liability for Unauthorized Use](#)). We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. 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 and payments as we deem appropriate. This means, for example, that we may require your written or other verification before we make a transfer. Our records will be final and conclusive in all questions concerning whether or not your User ID, password, or PIN was used in connection with a particular transaction. If any unauthorized use of your User ID, password,

or PIN occurs, you agree to: (1) cooperate with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance that we request in recovering any unauthorized transfer or payment funds.

3. Account Information

Balance information available on our web site may not reflect outstanding checks or charges, unposted transactions (such as deposits, payments or credits), or recent transfers or payments. Balances in deposit accounts may also be subject to a hold (which will not necessarily be evident from your online statement, but you will receive written notice when the hold is placed). Balance information is generally provided as current as possible but may not reflect all pending transactions. Online transaction history for accounts may be limited. You may need to check the statements that we have previously sent you for information prior to the first day covered by the online transaction history.

4. E-mail

You may use the e-mail feature in the Contact Us feature of our web site for general, non-urgent communications with us. You should not rely on e-mail for important or time-sensitive notices to us such as stop payment orders, or for reporting a lost or stolen User ID, password, PIN or debit or ATM card. In any event, we will not take action based on an e-mail request until we actually receive your message and have a reasonable opportunity to react. We would also caution you against using e-mail for transmitting sensitive personal information. We reserve the right to terminate Services if e-mail is used for threatening, abusive, obscene, libelous, defamatory or offensive material. Offensive material includes, among other things, sexually explicit messages or other messages that can be construed to be harassment or disparagement of others based on their race, color, religion, disability, age, sex or national origin.

For notifying us about errors please see [Error Resolution Procedures](#) section below and contained within your Account Agreement and other disclosures given to you for an existing product). You should not consider that we have received your notification unless and until you receive a response from us. If you do not receive a response to your dispute within two days, you should resend your message (and await a response from us) or follow the other notification procedures in the applicable provisions referenced above.

DO NOT NOTIFY US VIA E-MAIL OF LOST OR STOLEN USER IDs, PASSWORDS, OR DEBIT OR ATM CARDS. DO NOT SEND TRANSFER OR PAYMENT REQUESTS VIA E-MAIL.

5. Other Services

Other services and features on our web site may include instructions on their proper use. You agree to follow those instructions.

6. Service Availability

Services will generally be available 24 hours per day, seven days per week, except for scheduled maintenance. Services may be unavailable at other times for security reasons, due to system problems, if phone lines are down, and for other reasons. We have a contingency/recovery plan for system problems. We reserve the right to change service hours at any time.

7. Limitations

The Services and our other products and services are not necessarily available everywhere, and may or may not be available to non-residents or non-citizens of the United States. Accessing our web site from outside the United States is not permitted, except for access by our existing customers. Information about products

and services is provided for informational purposes only and should not be considered an offer to make those products and services available to you. We have no obligation to provide a product or service until: (i) we have received and approved an application in the form we require; and (ii) you have signed a separate written agreement in the form we require (if any). We may require in-person closings for certain products.

8. Equipment

You are solely responsible for the system (including the personal computer, software and Internet service provider) you use to access the Services. We are not responsible for errors or delays or your inability to access the Services your system causes. If upgrades to your system are necessary to continue to access our site, those upgrades are your sole responsibility. We are not responsible for the cost of upgrading your system to stay current with the Services and we are not responsible in any circumstances for any damage to your system or your data. **IT IS YOUR RESPONSIBILITY TO PROTECT YOUR SYSTEM'S SECURITY AND TO PROTECT YOUR SYSTEM AGAINST VIRUSES, WORMS, TROJAN HORSES AND OTHER ITEMS OF A DESTRUCTIVE NATURE. YOU AGREE TO USE REASONABLE CARE NOT TO INTRODUCE ANY SUCH ITEMS TO OUR WEB SITE.**

9. Termination

If you want to terminate your access to the Services, you can call us at the number in the Contact Us section of our web site. Services may be discontinued immediately if we receive a call from you or someone claiming to be you. Alternatively, we may require that you follow another procedure so that we may verify your identity and your authorization to terminate. Recurring transfers or payments will not necessarily be discontinued because you terminate access to the Services. If you want to make sure that online recurring transfers or payments are stopped, you must follow the procedures in the [Discontinuing Transfers and Payments](#) paragraph.

We reserve the right to terminate access to our web site and any or all 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 or payments, including recurring transfers or payments and other transfers that you previously authorized but have not yet made. We also reserve the right to temporarily suspend access to our web site and any or all Services in situations we deem appropriate, in our sole and absolute discretion, including when we believe a system security breach has occurred or is being attempted. We may consider repeated incorrect attempts to enter your User ID or password as an indication of an attempted security breach.

Terminating the Services does not affect your or our rights or obligations under these terms and disclosures with respect to occurrences before termination.

10. Changes

We may change these terms and disclosures at any time. We will inform you of any changes as and to the extent applicable law requires. Unless otherwise stated, changes will be effective immediately. In any event, continuing to use the Services after a change means that you agree to the change. If you disagree with a change, you may terminate the Services as provided above.

11. Information Accuracy

Although we strive for accuracy, some information and resources provided to you using the Services may contain technical or other errors, inaccuracies or omissions, typographical errors, and may become outdated. We may change our products, services, terms, conditions and pricing at any time without notice and without first updating our web site. Nothing on our web site is intended to provide legal, accounting, tax or financial advice; you should consult your own professional advisor on such matters. Tools that you may access

through the Services (such as loan or investment calculators) are provided for your convenience, but are not guaranteed to be error-free.

12. Warranty Disclaimer

ALL INFORMATION AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

13. Limitation of Liability

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES WHATSOEVER WHICH ARISE OUT OF OR RELATE TO:

- A. YOUR USE OF OR ACCESS TO (OR INABILITY TO USE OR ACCESS) THE SERVICES;
- B. YOUR RELIANCE ON ANY INFORMATION PROVIDED VIA OUR WEB SITE; OR
- C. ANY OTHER FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION OR DEFECT, OR ANY LOSS OR DELAY IN TRANSMISSION.

WE SHALL HAVE NO LIABILITY FOR DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, OR FOR LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF PROGRAMS OR DATA ON YOUR COMPUTER SYSTEM, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY THEREOF. WE DO NOT GUARANTEE THE SECURITY, PRIVACY OR INTEGRITY OF INFORMATION THAT YOU MAY TRANSMIT TO US OR RECEIVE FROM US OVER THE INTERNET.

IF YOU ARE DISSATISFIED WITH ANY ASPECT OF OUR SITE OR THE SERVICES AVAILABLE VIA OUR WEB SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS.

14. Exceptions

PARAGRAPHS 12 AND 13 SHALL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON US BY STATUTE OR REGULATION, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT FULLY APPLY TO YOU. TO THE EXTENT THAT THE FOREGOING IS NOT FULLY ENFORCEABLE UNDER APPLICABLE LAW, YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

15. Other Products

Resources, products and services provided by third parties but accessed through the Services (such as, but not limited to, via links to other web sites from our web site) are not our responsibility and we make no representation whatsoever about them. The fact that we have provided access to a third party resource, product or service does not mean that we endorse it. The third party may have a privacy policy that is different than that of Dundee Bank. Please review their privacy policy.

16. Information Submissions

The following does not apply to personal information that we request from you or information about you or your accounts that is subject to our privacy guidelines: We do not want to receive your confidential or proprietary information through the channels that we provide for you to access the Services. You should not send such information to us through the Services. Any information you do send to us will be deemed NOT CONFIDENTIAL OR PROPRIETARY. By sending us any information, you: (1) grant us an unrestricted, royalty-free, perpetual, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute that information; and (2) agree that we are free to use any ideas, expressions of ideas, concepts, know-how, designs, techniques or inventions that you send us.

17. Credit Review; Third Party Contacts

You agree that we may contact any source necessary and may obtain credit reports on you in connection with the Services. We may also contact third parties (such as but not limited to merchants and other financial institutions) in connection with resolving problems with the Services.

18. Waiver

Any waiver of these terms and disclosures by us will not be effective unless in writing signed by our authorized officer.

19. Assignment

You may not transfer, assign or delegate your rights or duties under these terms and disclosures. If you choose to use an aggregator or screen scraper service provider, you are authorizing them to act on your behalf in obtaining the Services. **If you give your User ID, password, or PIN to someone else, you are authorizing that person to act on your behalf.**

20. Governing Law; Venue

Unless we otherwise agree in writing, Nebraska law governs these terms and disclosures and all aspects of our relationship with you. If any part of these terms and disclosures is invalid or unenforceable, the remainder will stay in effect. Litigation arising out of or relating to these terms and disclosures, our web site, the Services or any aspect of our relationship with you shall be commenced and maintained solely and exclusively in the state and federal courts sitting in Custer County, Nebraska, United States.

21. Copyright and Proprietary Rights

We own all copyrights in our web site's contents, including, without limitation, all pages and the screens displaying the pages for our web site, all information, documents, logos, graphics and other materials contained on our web site, and their arrangement. Other trademarks or service marks referenced on our web site are their respective owners' property. You may not copy or display (except as strictly necessary for you to view these materials on your own computer), republish, redistribute, transmit, modify, or otherwise use, transfer or exploit, without our prior written consent, any part of these pages or screens. You agree not to decompile, disassemble or otherwise reverse engineer our web site or any software or materials you obtain from our web site. We may claim trademark and/or service mark rights in marks used in our web site.

We retain title, all intellectual and proprietary rights (including, without limitation, patent, copyright, trademark and trade secret rights), and all other rights in and to our site, all information, resources, content, tools, services and other features accessible thereon, all our business methods and processes, and all modifications, improvements, enhancements and new functionalities added to any of the foregoing. Except

for the access and usage privileges that we specifically grant to you in and subject to these terms and disclosures, nothing shall be deemed to grant you any right, title, interest or license in or to any of the foregoing. All privileges granted to you are limited, non-exclusive, non-transferable, and revocable.

22. Complete Agreement

This Agreement contains the terms with respect to the Services described herein, but do not supersede the terms and conditions applicable to other products or services that you may have previously acquired from us or that you may acquire from us in the future. These terms do not, for example, supersede the terms contained in the Account Agreement applicable to your deposit accounts, ATM or debit cards or other line of credit or loan products.

Transfer and Payment Terms

1. Authorization

Each time you request us to make a transfer or payment using the Services, you authorize us to complete that transfer or payment without any further instructions or your signature.

You may revoke your authorization only by following the procedures (and subject to the limitations) in the paragraph on Discontinuing Transfers and Payments. Certain authorizations may not be revoked because we begin to process the request immediately. We are entitled to treat transfer and payment requests as if they were in writing and signed by you if initiated by your User ID and password.

2. Transfers and Payments Between Accounts with Us

You may use the Services to transfer money and make payments between certain accounts of yours with us (subject to relevant account restrictions). You may use the Services to make "one-time" or "recurring" transfers and payments.

A one-time transfer or payment is a transfer or payment that is made only once and does not repeat: (1) scheduled to pay on the same business day you request such transfer or payment and such immediate one-time transfer or payment will be made immediately; or (2) scheduled to pay on a future business day from the business day you request such transfer or payment and such future one-time transfer will occur at the time of processing on that future business day.

A recurring transfer or payment is one for the same amount that is made on a weekly, bi-weekly, bi-monthly, monthly, quarterly, semi-annual, or annual basis. Once started, recurring transfers or payments will be made automatically until you tell us to cancel the recurring transfer or payment and we have a reasonable opportunity to act. Please note that transfer dates may be automatically moved to the next business day if you request a transfer date that is not a business day or you request the transfer date to be on the same day as your request and you make such request after 6:00 p.m. Central Standard Time or on a day that is not a business day.

DO NOT SEND TRANSFER REQUESTS VIA E-MAIL.

3. Discontinuing Transfers and Payments Between Accounts with Us

For future one-time transfers or payments between accounts: If you wish to cancel a future one-time transfer or payment, you can select the transfer or payment you wish to cancel on your pending list on our web site. After you select the transfer or payment you wish to cancel, you can choose the cancel option. In

addition, you can contact us at either the telephone number or address located on the top of this disclosure or at the telephone number or address listed on the Contact Us section of our web site, or at any branch location. We must receive your request at least three business days before the payment date. You may not discontinue transfers or payments that are no longer on your pending transfers list.

For recurring transfers or payments between accounts: If you wish to cancel a recurring transfer or payment, select the transfer or payment you wish to cancel on your pending list on our web site. After you select the transfer or payment you wish to cancel, you can choose the delete option. This will cancel the pending transfer or payment and delete the future transfers or payments in that cycle. In addition, you can contact us at either the telephone number or address located on the top of this disclosure or at the telephone number or address listed on the Contact Us section of our web site, or at any branch location. We must receive your request at least three business days before the payment date. You may not discontinue transfers that are no longer on your pending transfers list.

DO NOT SEND REQUESTS TO DISCONTINUE TRANSFERS OR PAYMENTS VIA EMAIL.

4. Limitations

In addition to the limitations stated above, any applicable limitations on transfers or payments that apply to any of your accounts remain in effect. For security reasons, there may be limitations (in addition to those referenced above) on the frequency and dollar amount of the transfers and payments you may make using the Services. You understand that transfers and payments from your account must comply with United States law (and we may refuse to make transfers and payments prohibited by law).

5. Statements

Transfers and payments from your accounts with us will be reflected on the regular account statements we mail to you. Please continue to review all the statements you receive through the mail. You may also review transfers and payments from your accounts with us on your account detail screens. If any of your statements show an incorrect or unauthorized transaction, you agree to notify us immediately. **If you do not follow the Error Resolution Procedures, your statement will be considered correct for all purposes and we will not be liable for any transfers or payments reflected thereon.** You agree to promptly notify us of any change in your address or telephone number.

6. Balances

We may, but need not, make any transfer or payment if you do not have a sufficient balance on the date you request the transfer or payment or on the date the transfer or payment is scheduled to be made. If we do make the transfer, you agree to immediately reimburse us for the overdraft that it creates (and understand that we may deduct the amount thereof from any other account you, alone or with others, maintain with us) and that we may charge you a fee for the overdraft. Although we may generally attempt to inform you if a requested transfer or payment is not made, we are not obligated to do so.

7. Our Liability

If we fail to complete an electronic funds transfer or payment in time or in the correct amount, *in accordance with this agreement and when you properly instruct us*, we are liable for your losses or damages. However, there are some exceptions. For instance, we are not liable: (1) if, through no fault of ours, you don't have sufficient funds in your account to make the transfer or payment; (2) if the funds are subject to legal process or other encumbrance restricting a transfer or payment; (3) if the transfer or payment exceeds your credit limit; (4) if there is a technical malfunction which is known to you at the time you attempt to initiate the transfer or payment or, in the case of a recurring transfer or payment, at the time the transfer or payment should have occurred; (5) if circumstances beyond our control (such as a fire, flood, power outage or

communications or computer system failure) prevent the transfer or payment, despite reasonable precautions that we take. In no event are we liable for more than actual damages proved if any failure of ours was unintentional, and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid such an error.

This does not mean that we accept liability for other circumstances resulting in transfers or payments not being made or completed on time. For example, we are not responsible for delayed or failed transfers or payments if: (1) you fail to use the Services properly in accordance with this agreement and any online or other instructions supplied in connection with the Services; (2) you don't request the transfer or payment and schedule it sufficiently in advance of the due date for the obligation you are paying; (3) you exceed applicable restrictions on the number, amount or frequency of transfers; (4) your computer or software fails to operate correctly, or your instructions are lost or delayed in transmission to us; (5) a bona fide security consideration causes us not to make the transfer or payment (e.g., your User ID or password has been reported lost or stolen, we have reason to believe a transfer is unauthorized, or the transfer would violate other security restrictions in our system); or (6) your relevant deposit account is closed or services hereunder have been terminated or suspended.

8. Liability for Unauthorized Use

Tell us AT ONCE if you believe your User ID or password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If your deposit account statement shows transfers or payments that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days. If you believe your User ID or password has been lost or stolen or that someone has transferred, or may transfer money from your account without your permission, you can call us at the number in the Contact Us section of our web site, or write to us at: Security State Bank P.O. Box 400 Ansley, NE 68814

DO NOT SEND NOTIFICATION OF LOST OR STOLEN USER IDs OR PASSWORDS OR UNAUTHORIZED TRANSFERS VIA EMAIL.

9. Error Resolution Procedures

If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, contact us at either telephone number or address located on the top of this disclosure or at the telephone number or address listed on the Contact Us section of our web site, or at any branch location as soon as you can. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we may credit your account 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.

10. Business Days

Our business days are Monday through Friday, excluding federal banking holidays.

Online Privacy and Security

Your privacy is important to us. Our current [Privacy Policy](#) is available on our website or by request at any branch location. In connection with transfers and payments, you should also note that we will disclose information to third parties about your account; (1) in order to comply with laws, regulations or government agency or court orders; (2) if you give us your written permission; (3) if we arrange with another party to provide part of the Services, or if another party provides the products or services that you request using the Services; (4) if the Services are terminated or your account is closed for cause.

We understand the importance of privacy and security when transmitting data on line. Therefore, we have instituted necessary privacy and security policies specifically related to the online banking process. The following online practices demonstrate our commitment to maintain your online privacy and security.

Secure Transactions

To ensure information remains confidential, we use encryption technology such as Secure Socket Layer (SSL) on our web sites to transmit information between you and the Bank.

Linking to a Third-Party Web Site

When you click on links and/or ad banners that take you to a third-party web site, you will be subject to that third party's privacy policy. While we support the protection of privacy on the Internet, we cannot be responsible for the actions of third parties. We encourage you to read the posted privacy statement whenever interacting with any web site.

Cookies

A cookie is a piece of information that is stored directly on the computer you are using. Cookies can contain a variety of information, from a simple count of how often you visit a Web site to information that allows customization of a Web site for your use.

Currently, we use cookies to maintain the encrypted connection between the Bank and registered customers when they log in to utilize certain products. Any time a cookie is used, personal information is encrypted for our use only and protected from third party use.

Your Role

You can help us to safeguard your information. We suggest you take the following steps:

- Do not share your password or user ID with anyone
- Change your password regularly
- Remember to sign off once you have completed a secure online session

Only provide your user ID when your browser indicates an encrypted connection, such as Secure Socket Layer (SSL), directly to our web site or to another site you have investigated and fully trust.

Looking Out for Children

We recognize that protecting children's identities and privacy is important. We comply with the practices established under the Children's Online Privacy Protection Act. We do not knowingly market to or solicit information from children under 13 without parental consent.

Security Statement

We understand the importance of customer security. Protecting your confidential financial information is our number one priority. We maintain strict standards of security designed to ensure a secure exchange of information with our customers.

As part of our commitment, customer information and account data is protected by multiple security protocols: firewalls, data encryption and a verifiable Password. We provide end-to-end encryption to secure transactions while in transit. Encryption technology transmits information sent over the Internet by encoding the transmitted data. A firewall is designed to protect information stored in our computer systems from unauthorized entry.

Your account information is also protected with a Password known only to you. Your Password must be used to access your accounts and authorize payments. Only you know your private Password, so you can be confident that your data is secure if you do not provide your Password to someone else. You will know when you're in a safe environment when a "locked" icon is displayed in your browser. To gain a greater level of protection, we recommend that you memorize and keep your Password secret, change your Password on a regular basis and not use birth dates, first or last names, or other documented numbers or letters that may be easy to locate. If you must write down your Password, keep it in a safe place.

In addition, our strict security standards require all browsers that are used to access account information to have 128-bit encryption. Use of 128-bit encryption technology is one of the most secure forms of encryption currently available for commercial use on the Internet.

This Security Statement is a constant reminder to our customers that the security of their personal information is always of our utmost concern.