

Mobile Banking User Terms

1. **Eligible Enrollees.** The mobile banking services (the “Services”) are only available to you as an enrolled and approved digital banking customer of First Northeast Bank of Nebraska. By accepting and using the Services, you agree to comply with these Mobile Banking User Terms as well as all other user and account agreements between you and First Northeast Bank of Nebraska applicable to your use of the Services.

2. **General.** Access to First Northeast Bank of Nebraska’s digital banking services via your mobile device is powered by the mobile technology solution owned by Apiture, Inc. and its third-party providers (collectively the “Provider”). The Provider is not the provider of any of the financial services available to you through the Software (defined below), and Provider is not responsible for any of the materials, information, products or services made available to you through the Software.

3. **Ownership.** You acknowledge and agree that the Provider is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any mobile applications or other downloaded software and the computer code, scripts, interfaces and other programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the Mobile Banking User Terms.

4. **License.** During the term of your account agreement with First Northeast Bank of Nebraska and subject to the terms and conditions of these Mobile Banking User Terms, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with these Mobile Banking User Terms and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by these Mobile Banking User Terms are hereby reserved by the Provider. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone or web assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you, the Provider or First Northeast Bank of Nebraska. Upon termination, you agree to cease using the Software and immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

5. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software or architecture of the Services; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright of Provider or First Northeast Bank of Nebraska; or (v) use the Services or Software for any improper or illegal purpose.

First Northeast Bank of Nebraska reserves the right, in its reasonable discretion, to terminate or suspend your access to the Services or Software, with or without advance notice, if it has reason to believe, in its sole and reasonable discretion, that you are in breach of applicable law or these Mobile Banking User Terms or your use of the Services and/or Software jeopardizes the integrity or security of the Services, the Software or any supporting security network infrastructure.

6. **Updates and Upgrades.** These Mobile Banking User Terms govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern. Provider may, in its sole discretion, make updates, upgrades or other changes to the Software. Upon request, you agree to upgrade or update your mobile device to the supported release of the Software to maintain compatibility. Provider will have no liability arising out of or relating to your use of an unsupported release. Certain Software updates or upgrades may be automatically downloaded.

7. Mobile Check Deposit. To the extent the Services include functionality enabling you to present an image of a legal representation, as defined by federal law, of a check to be deposited into your First Northeast Bank of Nebraska checking or savings account electronically (“MCD Services”), the following supplemental terms and conditions shall also apply:
- a. You must only use current Software made available by First Northeast Bank of Nebraska through designated channels.
 - b. You are responsible for all the data submitted through the MCD Services which must accurately represent the information on the original check(s). Checks must be drawn on a U.S. Institution and transmitted to us only from a capture device located in the U.S.
 - c. You agree that the electronic image of the item submitted to the First Northeast Bank of Nebraska, as defined by federal law, is a legal representation of the check for all purposes, including return check processing.
 - d. You may experience technical or other difficulties when using the MCD Services and neither First Northeast Bank of Nebraska nor Provider assume any liability for any technical or other difficulties you experience.
 - e. First Northeast Bank of Nebraska or Provider reserves the right to change, suspend or revoke services, immediately and at any time without prior notice to you. In the event this Service is not available to you, you acknowledge that you can attempt to deposit my check at a branch office location, through a participating ATM, or by mail.
 - f. Only First Northeast Bank of Nebraska checking and savings accounts are eligible for the MCD Services.
 - g. First Northeast Bank of Nebraska may charge a usage fee for MCD Services and reserve the right to start charging for MCD Services at any time.
 - h. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that First Northeast Bank of Nebraska may charge back the amount of the return to the account the check was originally deposited to and assess a fee in the amount shown on First Northeast Bank of Nebraska current Schedule of Fees and Charges for a returned check and authorize the image I send to you to be converted to an IRD. If there are not sufficient funds in my account to cover the amount of the returned check, the account will be overdrawn, and you will be responsible for payment. First Northeast Bank of Nebraska may debit any account maintained by you in order to obtain payment of my obligations under these Mobile Banking User Terms.
 - i. You acknowledge that wireless providers may assess or impose fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that First Northeast Bank of Nebraska may contact you via your wireless device for any purpose concerning my business relationship with the First Northeast Bank of Nebraska, including but not limited to account servicing and collection purposes.
 - j. You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks.
 - k. You agree that you will not use the MCD Service to scan and deposit any ineligible items or allow an item to be deposited for payment more than once.
 - l. You agree to endorse all items with your signature and account number and print "For Mobile Deposit Only" on all items. First Northeast Bank of Nebraska reserves the right to reject all items that are not endorsed as specified.
 - m. When using the MCD Service to deposit funds, such deposits are limited to \$3000 per day. If we permit you to make a deposit in excess of this limit such deposits will be subject to the terms of this agreement.
 - n. First Northeast Bank of Nebraska reserves the right to reject any item transmitted through the MCD Service, at its discretion. First Northeast Bank of Nebraska is not liable for items you do not receive or for images that are not transmitted completely. An image is considered received when you receive a confirmation screen after submitting a check for deposit. You acknowledge and agree that such notification does not mean that the transmission was without error. Once an item is

reviewed and approved, your account will be credited at the end of the business day (excluding Federal Reserve holidays) if the image is received prior to 1 p.m. CST.

- o. You agree to retain each item submitted for deposit through the MCD Services for 60 days after your funds have been posted to your account. After 60 days, you agree to dispose of the item(s) in a way that prevents representing for payment (i.e. shredding). Upon receipt of these funds you agree to mark the item prominently as "Void", and you agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to First Northeast Bank of Nebraska as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

8. Text Messages and Notifications. You and your financial institution are solely responsible for the content transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You hereby consent to receipt of text messages and other notifications (including 'in-app' or 'push' notifications from First Northeast Bank of Nebraska or Provider in connection with the Services or your business relationship with First Northeast Bank of Nebraska, provided that you may opt out of text messages by replying STOP or as otherwise advised. Text messaging fees may apply and be assessed by your wireless carrier. You are responsible for any such text message fees.

9. Consent to Use of Data. During and after the term of your account agreement with First Northeast Bank of Nebraska you agree that the Provider may collect, store and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Provider may use this information to improve its products, for diagnostic purposes or to provide other services or technologies; provided that Provider may not share information or data in a form that personally identifies you except as necessary to provide the Services and related services to you or First Northeast Bank of Nebraska. Provider may combine aggregated data with the data of other customers or other publicly available information.

10. Legal Restrictions. You may not use the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be used or transferred (a) in or into any U.S. embargoed countries or (b) by or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

11. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in these Mobile Banking User Terms.

12. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO

USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, THE PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL PROVIDER HAVE ANY LIABILITY TO YOU OR FIRST NORTHEAST BANK OF NEBRASKA FOR SERVICE UNAVAILABILITY OR FOR THE LOSS OF DATA OR FEES IN CONNECTION WITH THE FRAUDULENT USE OF THE SERVICES OR SOFTWARE.

14. Miscellaneous. These Mobile Banking User Terms constitute the entire agreement between you and the First Northeast Bank of Nebraska concerning the subject matter hereof. These Mobile Banking User Terms will be governed by and construed in accordance with the laws of the state of Nebraska, excluding that body of laws pertaining to conflict of laws. If any provision of these Mobile Banking User Terms is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to these Mobile Banking User Terms are subject to the exclusive jurisdiction of the courts of Nebraska and you expressly consent to jurisdiction and venue thereof and therein. These Mobile Banking User Terms and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.