

**Exchange Bank
Online Banking Agreement
December, 2016**

This Online Banking Agreement (“Agreement”) is a contract between you (“User”) and Exchange Bank that outlines and governs the terms and conditions for accessing User’s accounts via Exchange Bank Online Banking. In this Agreement, “User” means those who sign as applicants or any authorized user(s).

Important User Information:

Accessing this web site or viewing any of its contents shall constitute User’s Agreement with the terms and conditions below, including those as amended from time to time.

By accepting this Agreement, User is consenting to the electronic delivery of disclosures required for the online banking services provided. User agrees that Exchange Bank may provide User with all account disclosures and policies, User’s bank account statements and notices, and other communications in connection with User’s account(s), in an electronic form.

Use of Information and Materials:

User states that User is at least thirteen years of age and that User will not permit anyone under the age of thirteen years to use the User’s on-line account. Any person is hereby authorized to view the information available from this web site for informational purposes only. No part of this information may be redistributed, copied, or reproduced without the prior written consent of Exchange Bank. The information contained in these pages is subject to change without notice.

Internet Privacy Principles:

All information provided to Exchange Bank through this web site shall be deemed and remain the property of Exchange Bank. All such information may be transmitted to Exchange Bank, its agents and processors over state and international borders as necessary for processing in accordance with Exchange Bank’s standard business practices. Exchange Bank appreciates the User’s concerns about the privacy of personal information provided to Exchange Bank through this web site. Accordingly, please review Exchange Bank’s Privacy Principles to explain how Exchange Bank will handle that information.

Transaction Confirmation:

The account information accessed through this web site is not a confirmation of any transaction User may have requested Exchange Bank to execute. No transaction is deemed accepted until User receives a written confirmation from Exchange Bank.

Security:

Exchange Bank is entitled to act on instructions received through Online Banking under User’s login information and without inquiring into the identity of the person using that login information. Any person having access to User’s user ID and login information will be able to access the online banking services and perform all transactions. User is liable for all transactions made by persons authorized by User to use User’s login information. If User provides User’s login information to anyone, User does so at User’s own risk, even if User attempts to limit that person’s authority. This Agreement is governed by the Electronic Fund Transfer Disclosure provided to User when User established User’s account(s) or when User requested other electronic fund transfer services. Please refer to that Disclosure if User suspects an unauthorized person has access to User’s login information. In all events, notify

Exchange Bank immediately if User's login information is lost or stolen or User believes someone may attempt to use the service without User's consent.

Access:

Online Banking is generally accessible twenty-four (24) hours a day, seven (7) days a week, except when limited during periods of high volume, system maintenance or upgrade. We may modify, suspend or terminate your access to Online Banking at any time and for any reason without notice or refund of any service charges you have paid.

Account Statements:

User is responsible for reviewing all account statements received by User in order to verify the accuracy of all account information provided in the statement and of all account information accessed through this site. User is responsible for promptly notifying Exchange Bank of any errors or inaccuracies relating to information contained in, or omitted from User's account statement, including account information accessed through this site.

Warranties:

Neither Exchange Bank nor any third party provider shall have any liability, contingent or otherwise, for the accuracy or timeliness of the service or product or the accuracy, timeliness completeness or correct sequencing of materials, or for any decision made or action taken by User in reliance upon the products, materials, or the service, or for the interruption or delay of any data, material, or any other aspect of the service and all products and materials are provided "as is." There is no implied warranties of merchantability, or fitness for a particular use, no other warranty of any kind, express or implied, regarding the products or materials, or any aspect of this service, even if Exchange Bank has been advised or is otherwise aware of the possibility of such damages, including liability associated with any viruses which may affect a User's computer equipment or related software.

Limitation of Liability:

In no event will Exchange Bank or any of its subsidiaries or affiliates be liable for any damages, losses or expenses, including without limitation, direct or indirect, special, incidental or consequential damages arising in connection with this web site, use thereof or reliance on any information contained herein, even if Exchange Bank or any of its subsidiaries or affiliates are notified of the possibility of such damages.

Termination of Service:

Exchange Bank reserves the right to deny or terminate access to or use of this web site, any service, product or material, or any portion thereof, in Exchange Bank's sole discretion, without notice and without limitation, for any reason whatsoever, including, but not limited to, User's breach of any provision of these terms and conditions herein stated. In the event of any termination by Exchange Bank, Exchange Bank shall have no liability to User.

Change in Web Site Terms and Conditions:

Exchange Bank reserves the right to revise the terms and conditions stated herein at any time effective upon sending a notice of the changes to User's postal or e-mail address maintained in Exchange Bank's records, or at Exchange Bank's option by posting the revised terms and conditions on this web site, and User is deemed to be apprised of and bound by any changes.

Choice of Law and Forum:

User's access to and use of this web site, and these terms, are governed by and will be construed in accordance with the laws of the State of Nebraska without regard to principles of conflicts of laws. In the event that any provision of these terms is held unenforceable, the validity or enforceability of the remaining provisions will not be

affected, and the unenforceable provision will be replaced with an enforceable provision that comes closest to the intention underlying the unenforceable provision. Exchange Bank and User irrevocably consent to the exclusive jurisdiction of the courts of the State of Nebraska and Federal Courts situated in the State of Nebraska in connection with any action arising under or relating to this web site and the services provided herein. Exchange Bank, Online Banking Agreement

Equipment Requirements:

You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and Internet access services necessary for performing online services. We will not be responsible for failures from the malfunction or failure of your hardware, software or any Internet access services. You agree to utilize the hardware, software and other system requirements we disclose, which may be amended from time to time. You will also need the ability to print or download information we electronically provide to you if you wish to retain copies for your files.

Fees:

If applicable to you and your account, you agree to pay the fees for the Services in accordance with our fee schedules and disclosures as established by us from time to time. We may automatically deduct these fees from an eligible account even if they create an overdraft and we may assess the appropriate overdraft fees. Depending on your plan with your Internet provider or mobile phone carrier, you may incur access and/or data transmission fees for using the Services. Check with your Internet provider or mobile phone carrier for more information on applicable fees.

Changes; Amendments; Revisions:

We reserve the right, at our discretion, to add, delete, change, modify, alter, or discontinue the Services or any aspect, feature, or function of the Services at any time, including content, hours, and equipment needed for access or use ("Change(s)"). We also reserve the right, at our discretion, to add, delete, change, modify, or amend any fees, help screens or other terms and conditions of this Service Agreement at any time (also called, "Change(s)"). Unless an immediate Change is necessary to ensure the security of the Services or your accounts, we will send you notice to the mail address or e-mail address we currently possess in our file. If required by law, we will send such notice at least twenty-one (21) days before the effective date of any Changes. If provided electronically, disclosures will be provided to you in one of several ways. These are as follows: (a) by e-mail at the e-mail address we have on record, (b) by access to a web site that we will identify in an e-mail notice we send to you at the time the information is available, (c) to the extent permissible by law, by access to a web site that generally we will identify in advance for such purpose, or (d) to the extent permissible by law, by access to an online banking message. Any use of the Service after we send you a notice of Change will constitute your agreement to such Change(s). Further, we may, from time to time, revise or update the Services, and/or related material and these changes may render prior versions obsolete.

Termination or Discontinuation:

In the event you wish to discontinue any or all of these Services, you must contact us in writing. Written notice of Service discontinuance must be received ten (10) Business Days prior to the actual discontinuance date and must be sent or faxed to:

Electronic Banking Services
Exchange Bank
1204 Allen Drive
Grand Island, NE 68803
308-385-2200

844-804-6947
Fax us at (308) 382-2901

We reserve the right to suspend, revoke or terminate your use of the Services in whole or in part at any time. Suspension, revocation, termination, or discontinuation will not reduce your liability or obligations under this Service Agreement. Since service cancellation requests take up to ten (10) Business Days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the Service. We will not be liable for payments or transfers not cancelled or payments or transfers made due to the lack of proper notification by you of service termination or discontinuance for any reason.

Disclosure of Account Information to Third Parties:

We may disclose information about you and your designated account or transactions on your designated account as provided in our Terms and Conditions of Your Account. In addition, we have the right to obtain and disclose information regarding your designated account or transactions on your designated account from or to a Payee or financial institution to resolve problems associated with a payment-posting or funds transfer.

MISCELLANEOUS

- (a) Your monthly checking account statement will contain information about any bill payment transactions completed during the statement period.
- (b) In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to the terms and conditions contained in this Service Agreement and the Terms and Conditions of Your Account and not to representations made by our employees or agents.
- (c) You agree that anyone with an ownership interest in your accounts may access those accounts.
- (d) Our failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.
- (e) This Service Agreement shall be governed by and construed in accordance with the law

Online Banking Enrollment

Types of Transactions: You may access certain account(s) you maintain with us by computer using your user ID and password and accessing the online banking service. You may use the online banking service to perform the following functions:

- Transfer funds between eligible accounts.
- Obtain balance information on eligible accounts.
- Make loan payments.
- Online bill payment.
- Obtain copy of statement.
- Order checks.

Online Banking Customers - You will be able to access your account in 1 (one) to 2 (two) business days after account opening. See log in procedures below:

1. Visit Exchange Bank's website: <https://eb-us.com>
2. Visit Sign up for Online Banking- accept the Online Banking Agreement
3. Enter your information in the spaces provided and submit

Your Username needs to be a combination of numeric and alpha characters with a length of six to forty positions. Your Password is case sensitive and will need to include a minimum of the following: 1 alpha character, 1 numeric character, and 1 special character with a minimum of 8 total characters.

You will receive an email from Exchange Bank within 1-2 business days. This correspondence will let you know your Online Banking is ready to view or we will inquire for additional information for verification purposes.

To Sign-Up for E-Statements after login go to **Services/Electronic Statements** to start receiving E-Statements.

Fees and Charges for Online Service:

- There is a \$.50 transaction fee for items originated through “Pop Money”. “Pop Money” is available through Exchange Bank’s Internet/Mobile Banking and bill payment services.
- There is no fee for online access to view and transfer between your accounts.

REGULATION E DISCLOSURE

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words “you” and “your” mean those who sign as applicants or any authorized user(s). The words “we”, “us” and “our” mean the Financial Institution.

Online Banking and Mobile Banking

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned User ID and Password by accessing the Online Banking Service. You may use the Online Banking Service to perform the following functions:

- Transfer funds between eligible accounts.
- Obtain balance information on eligible accounts.
- Review transactions on eligible accounts.
- Make loan payments.
- Online bill payment.
- Obtain copy of a statement.
- Order Checks.

Fees and Charges for Online Service:

- There is a \$.50 transaction fee for items originated through “Popmoney”. “Popmoney” is available through Exchange Bank’s Online/Mobile Banking and bill payment services.
- There is no fee for online access to view and transfer between your accounts.

Exchange Bank ATM

Types of Transfers: You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMS):

- Deposit funds to your checking account.
- Withdraw cash from your checking account
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- You may withdraw up to a maximum of \$200.00 (if there are sufficient funds in your account) per day.
- For security purposes, there are limits on the frequency and amount of transfers you may make at ATMs.

Fees and Charges for ATM Transactions:

- There is no charge for ATM withdrawals at machines owned by us.
- There is a \$1.50 charge for each ATM withdrawal at machine we do not own.
- There is no charge for ATM deposits at machines owned by us.

ATM Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

ACH

Government ACH

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

Fees and Charges:

- We do not charge for any preauthorized EFTs
- We will charge \$12.00 for each stop payment order for preauthorized transfers.

Other Direct Deposits

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account.

Fees and Charges:

- We do not charge for any preauthorized EFTs.
- We will charge \$12.00 for each stop-payment order for preauthorized transfers.

Pre Authorized Debits

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- Pay certain recurring bills from your checking or savings account.

Fees and Charges:

- We do not charge for any preauthorized EFTs.
- We will charge \$12.00 for each top-payment order for preauthorized transfers.

Visa Debit Card

Types of Transactions/Transfers: You may use the card and PIN issued to you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on

your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA Symbol. You may use the ATM card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during ATM transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to:

- Deposit funds to your checking account.
- Withdraw cash from your checking account
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- You may withdraw up to a maximum of \$200.00 (if there are sufficient funds in your account) per day.
- For security purposes, there are limits on the frequency and amount of transfers you may make at ATMs.

Fees and Charges for ATM Transactions:

- There is no charge for ATM withdrawals at machines owned by us.
- There is a \$1.50 charge for each ATM withdrawal at machine we do not own.
- There is no charge for ATM deposits at machines owned by us.

ATM Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Other EFT Transactions: You may access certain account(s) you maintain with us by other EFT transactions types described below.

Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-presented check Transactions and Fees: You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

Liability for Unauthorized VISA Debit Card transaction: The following limitations may be applicable to your accounts, except as provided by law:

The zero liability limit described below only applies to debit cards that are United States issued VISA Consumer Cards or VISA Business Cards for transactions processed through a VISA network, or, for ATM transactions, a Plus network. The zero liability limit described below does NOT apply to: (a) other types of VISA commercial debit cards that are not VISA business Cards; (b) transactions using your personal identification number that are not processed through a VISA network; and (c) ATM transactions which are not sent over VISA or Plus networks.

Tell us **AT ONCE** if you believe your VISA debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your VISA debit card. Your liability for unauthorized VISA debit card transactions that are processed through a VISA or Plus network, as applicable, will be zero dollars (\$0.00). However, to the extent allowed under applicable law (see our example the Liability for unauthorized Transfers paragraph below) we may hold you liable for the entire amount of an unauthorized transaction if we find, based on substantial evidence, that you have been grossly negligent or fraudulent in the handling of your deposit account for VISA debit card.

For VISA Business Cards; (a) in order for unauthorized transaction to be covered by the zero liability limit described above you must notify us within sixty (60) calendar days of the mailing of the first statement showing the unauthorized transaction; and (b) an unauthorized transaction does not include any transaction allegedly conducted by (i) a business co-owner, (ii) the cardholder or person authorized by the cardholder, or (iii) any other person with an interest in or authority to transact business on the account.

To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience. We may require you to provide a written statement regarding an unauthorized VISA debit card transaction in order for the zero liability limit described above to be applied.

VISA is a registered trademark of Visa in the United States and other countries.

In addition to the limitations set forth above, the following limitations may be application to your accounts:

Liability for Unauthorized Transfers: Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, or Online Bank password has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00/ Also, if your statement shows transfers that you did not make, including those made by card code or other such means, 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 lost after the sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will

extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call

Electronic Banking Services

308-385-2200

844-804-6947

, or write us at Exchange Bank, 1204 Allen Drive, Grand Island, NE 68803. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions: You may not use your ATM, POS, or Debit Card or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business days: For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Stop Payments on ATM, POS, or Debit Card Transactions: You may not place a stop payment order on any ATM, POS, or debit card transaction.

Documentation:

Periodic Statement: You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

Terminal Receipt: You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at

Electronic Banking Services

308-385-2200

844-804-6947

to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers: 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 will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

In Case of Errors or Questions about Your Electronic Transfers: Telephone us at
Electronic Banking Services
308-385-2200
844-804-6947

or write us at Exchange Bank, 1204 Allen Drive, Grand Island, NE 68803 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any)
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days 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 complain or questions. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you 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 a notice or error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice or error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days.

We may withhold providing this accelerated provisional credit, to the extent allowed under the applicable law, if the circumstances or account history warrants the delay.

Confidentially: We will discuss information to third parties about your account or the transfers you make:

- To complete transfers as necessary;

- To verify the existence and condition of your account upon the request of a third part, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission

Personal Identification Number (PIN). The ATM, PIN, or POS PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN or POS PIN available to anyone not authorized to sign on your accounts.

Notices: All notices from us will be effective when we have mailed them or delivered them to your last known address on our record. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement: In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under the applicable law.

Termination of ATM and POS Services: You agree that we may terminate this Agreement and your use of the ATM Card or POS Services, if:

- You or any authorized user of your ATM PIN or POS Card or PIN breach this or any other agreement with us;
- We have reason to believe that there has been unauthorized use of your ATM PIN or POS card or PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of the Agreement will not affect the rights and responsibilities of both parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Fund Transfers:

Stop Payment Rights: If you have told us in advance to make regular electronic fund transfers out of your account (s), you can stop any of these payments. Here's how: Call us at

Electronic Banking Services

308-385-2200

844-804-6947

, or write us at Exchange Bank, 1204 Allen Drive, Grand Island, NE 68803 in time for us to receive your request three(3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$12.00 for each stop payment order you give.

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, tell (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for failure to Stop Payment or Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

- (A) **Provisional Payment.** Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.
- (B) **Notice of Receipt.** We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) fund transfer item.