

# Union Bank and Trust Company

## UBTgo Online & Mobile Banking Agreement

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

### **USER AGREEMENT**

This User Agreement (“Agreement”) describes the terms and conditions governing use of Union Bank and Trust Company (“Bank”) products and services through our UBTgo Online & Mobile Banking electronic services, hereafter referred to as “Service”, regardless of the device used to access the Service. The Service is provided by Bank, as described from time to time in information distributed by Bank to its customers.

### **IMPORTANT INFORMATION REGARDING ONLINE & MOBILE BANKING ELECTRONIC BANKING SERVICES**

Please read these terms and conditions carefully. By accessing our Service, you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access the Service.

### **USE OF INFORMATION AND MATERIALS**

The information and materials contained in these pages – and the terms, conditions, and descriptions that appear – are subject to change. Your eligibility for products and services is subject to final Union Bank and Trust Company determination and acceptance.

### **I. DEFINITIONS**

- a. “Agreement” for purposes of this Agreement means the User Agreement for Union Bank and Trust UBTgo Online & Mobile Banking electronic services.
- b. “Service(s)” for purposes of this Agreement means inclusively our online banking system and mobile banking service that allows you to access your products and services included in UBTgo, regardless of the device used to access the Service.
- c. “Deposit Agreement” means the Terms and Conditions Agreement, Truth In Savings Disclosure, Schedule of Fees and Charges, Funds Availability Policy, and the Electronic Funds Transfer Disclosure you received when you opened your Account, and any subsequent changes as disclosed to you.
- d. “Customer”, refers to the person(s) subscribing to or using the Service. By utilizing the Service, Customer agrees to the terms and conditions of this Agreement.
- e. “You” and “your” refers to a Customer who is: (i) a person who has applied for the Service for personal use, or (ii) a small business entity (or its authorized representative, as applicable) that has applied for the Service for business use by that authorized representative.
- f. “Bank,” “we,” “us” and “our” mean Union Bank and Trust Company and its successors or assigns.
- g. “Account” means your account with us to which you are authorized to access, make a transaction, or conduct a deposit using a Capture Device.
- h. “Capture Device” means any device acceptable to us from time to time that provides for the capture of images from items and for transmission through the clearing process.
- i. “Check 21” means the Check Clearing for the 21st Century Act.
- j. “Image” means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.
- k. “Image Replacement Document” or “IRD” means a substitute check, as defined in Check 21.
- l. “Item” is an original: check, cashier’s check, official check, United States Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in United States currency that is payable to you. Items are deemed to be “items” under the Uniform Commercial Code and “checks” under Regulation CC.
- m. “User Guide” means the application download instructions, device instructions and FAQs we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your mobile device.

### **II. ACCEPTANCE OF AGREEMENT**

- a. Accepting this Agreement: By clicking “I Agree” when you register for the Service or by using the Service, you agree to the terms and conditions of this Agreement.
- b. Description of Services: the Service is a personal financial information management service that allows you to utilize your devices through a browser, downloadable application, mobile browser, and/or text banking to:
  1. Access Bank Account information such as balances and recent transaction history;
  2. Transfer funds between your Accounts at Bank;
  3. Set up optional Account alerts to be delivered either to your mobile device using sms text messaging, and/or via email;

4. Make payments to merchants and individuals through the Bank's online bill pay service (requires your acceptance of Terms and Conditions of the Bill Payment Service);
  5. Deposit Items to your Account by creating an Image of the Item using a compatible supported mobile Capture Device
  6. Make other banking transactions using compatible and supported devices.
  7. See the Bank's website at [www.ubt.com](http://www.ubt.com) for the most up-to-date list of Services. The Bank reserves the right to modify the scope of the Service at any time. The Bank reserves the right to refuse to make any transaction you request through the Service. You agree and understand the Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.
- c. **Use of Services:** Enrollment requires identification of your banking relationship. You accept responsibility for making sure you understand how to use the Service before using it, and that you always use the Service in accordance with any online instructions that may be delivered to you. You also accept responsibility for making sure you know how to properly use your device and the Services Software ("Software"). From time to time we may change, upgrade, or add new features to the Service. In the event of such changes, you are responsible for making sure you understand how to use the updated or changed version of the Software. The Bank will not be liable to you for any losses caused by your failure to properly use the Service or any device you use to access the Service. For questions regarding the Service you may contact us at 1-800-297-2837.
- d. **Relationship to Other Agreements:** You agree that when you use the Service, you will remain subject to the terms and conditions of all your existing agreements with the Bank and its affiliates, including but not limited to your Deposit Agreement. You also agree you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service carrier, internet provider, or any other service provider, and that this Agreement does not amend or supersede any of those agreements. You understand that agreements with third party providers you contract with may provide for fees, limitations and restrictions which might impact your use of the Service (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Service, including while downloading the Software, receiving or sending the Service text messages, or other use of your mobile device when using the Software or other products and services provided by the Service), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of the Bank's Service. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving the Bank. You also agree that if you have any problems with the Service, you will contact the Bank directly.

### III. YOUR OBLIGATIONS

- a. When you use the Service, you agree to the following:
- b. **Account Ownership/Accurate Information:** You represent you are the legal owner or authorized signer of the Accounts and other financial information that may be accessed via the Service. You represent and agree all information you provide to the Bank in connection with the Service is accurate, current and complete, and that you have the right to provide such information. You also agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. You agree the Bank and its service providers may send you, by sms text message, e-mail, and other methods, communications relating to the Service (with an opportunity to opt-out), including without limitation welcome messages and information and requests for information relating to use of the Service. You agree to use the Service carefully, to keep your Username and password confidential and secure and not share them with others, to check your statements and transactions regularly, to report any errors to the Bank promptly by calling it at 1-800-297-2837, and to cancel immediately your participation in the Service if you observe any material errors in the Service.
- c. **Location-Based Information:** If you use any location-based feature within the Service you agree that your geographic location and other personal information may be accessed and disclosed through the Service. If you wish to revoke access to such information you should cease using location-based features of the Service.
- d. **Proprietary Rights:** You are permitted to use content delivered to you through the Service only on the Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Service technology, including, but not limited to, any Software or other mobile device applications associated with the Service.
- e. **Restrictions on Use and User Conduct:** You agree not to use the Service or the content or information delivered through the Service in any way that would: (a) infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to consumer protection, unfair competition, anti-

- discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for the Bank or its affiliates or service providers, or cause the Bank to lose (in whole or in part) the services of any of its service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Service; (i) interfere with or disrupt the use of the Service by any other user; or (j) use the Service in such a manner as to gain unauthorized entry or access to the computer systems of others. You agree not to use the Service or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose. You agree to use the Service and Software only in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, and telemarketing rules. You acknowledge the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree you will not use the Service in any embargoed or sanctioned country. Without limiting the foregoing, you agree that you will not use the Service or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by us (in our sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of the Bank or any third-party service provider involved in the provision of the Service; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose the Bank, any third-party service provider involved in providing the Service, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of the Bank or any third party. You agree that you will not attempt to: (a) access any Software or Services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner the provision of the Service or the Software, the security of the Service or the Software; or (d) otherwise abuse the Service or the Software.
- f. Use of Google Maps: You agree to abide by the Google terms and conditions of use at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [http://maps.google.com/help/legalnotices\\_maps.html](http://maps.google.com/help/legalnotices_maps.html), or other URLs as may be updated by Google.
- g. No Commercial Use or Re-Sale: You agree the Service is for personal use only. You agree not to resell or make commercial use of the Service.
- h. Indemnification: You agree to indemnify, defend, and hold the Bank and its affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Service, your violation of this Agreement, your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

#### IV. USER FUNCTIONS

- a. **Access:** Each individual who has access to the Service, including each individual named on joint accounts, must designate a Username and a password. For the Service the Username must be between 8 and 26 characters long. The password must be between 8 and 32 characters and must contain at least three of the following four items: lowercase letters (a-z), uppercase letters (A-Z), digits (0-9), symbols ~!#\$%^&\*()\_+={}|:;?;. We encourage you to create a strong password. Creating a strong password (one that is not easily guessed) may enhance your security. You may be required to change your password periodically to enhance security. If you forget your password, you may use the Forgot Password option and complete the required user information or contact us at 1-800-297-2837. You should never provide your Username and password to another individual. If you provide your Username and password to another individual, you are authorizing them to act on your behalf and you are responsible for their actions. We are not liable for the actions of individuals you provide your

Username and password to. You must have an Internet browser that supports a minimum of 128-bit encryption standard and must provide us with a valid e-mail address. Biometric authentication may be an available sign in method on some devices. Biometrics are stored on your device only and the Bank never sees or stores your biometric information. You acknowledge that by enabling biometric authentication you will allow anyone who has a biometrics stored on your device, access to your personal account information within the Service. We reserve the right to suspend or disable this feature at any time. If your device does not recognize your biometrics, you can sign in using your Username and password. To use biometric authentication, you will need to set it up for each device.

- b. **Transfers:** Transfers between Bank accounts: You may:
- i. Conduct transfers between checking and/or savings Accounts
  - ii. Transfer funds to/from your checking and/or savings Accounts to pay a loan
  - iii. Transfer from your line of credit to your checking or savings Account.
  - iv. Use the BillPay features to make payments to third parties from your checking account in the amounts and on the days you request.

You must be an owner or authorized signer on all applicable deposit Accounts, and a borrower on all applicable loan Accounts. For additional information, please refer to the Electronic Funds Transfer Disclosure provided to you. **Transfer limitations:** Savings and Money Market Deposit Accounts are limited to six transfers per statement cycle to another Account of yours at the Bank and/or to a third party. You are responsible for understanding all Deposit Agreements applicable to your Account, and any transfer limitations your Account may have.

**Recurring Transfers:** Recurring transfers are those made for the same amount on a recurring basis (weekly, bi-monthly, monthly, etc.)

**RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO:** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 1-800-297-2837, or write us at: Union Bank and Trust Company Attention: Electronic Banking Department Post Office Box 82535 Lincoln, Nebraska 68501-2535 in time for us to receive your request 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 14 days after you call. You will be assessed the Stop Payment Fee as disclosed to you in the Schedule of Fees and Charges and subsequent Change of Terms notifications as part of your Deposit Agreement.

If these regular payments may vary in amount, the person you are going to pay will tell you, 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.) If you order us to stop one of these payments 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.

**Trust Account transfers:** If applicable, you may use your Username and password to transfer funds between your Bank checking and savings Accounts and Trust Department Account whenever you request. **Please be advised that funds held in your Trust Department Account are not FDIC Insured, Have No Bank Guarantee and Risk Loss of Value.**

- c. **Periodic Statements:** To receive your periodic statement electronically (if available), you must agree to the separate e-Statement Agreement. A valid e-mail address is required.
- d. **Bill Payment Services:** To access the Bank's Bill Payment Service, you must agree to the separate Bill Paying Terms and Conditions (not applicable to Trust Accounts).
- e. **Alerts:** See Section titled **ALERTS** for complete information and requirements.
- f. **Mobile Device:** You may access your Account through your mobile device to view Accounts and transactions, conduct transactions, and conduct Mobile Deposits. See Section titled **MOBILE DEVICE ACCESS** for complete information and requirements.
- g. **Personal Financial Management Service:** You may access the personal financial management tool offered by the Service to monitor any of your financial account relationships from your Accounts with us or from other accounts held by you at another financial institution. The tool includes analyzing your personal finances through the Account information you provide.
- h. **Card Controls:** You may establish controls for management of your Debit Card with us (not applicable to Health Savings Debit Cards). See Section titled **CARD CONTROLS** for complete information and requirements.
- i. **Additional Services:** From time to time the Bank may change, upgrade, or add new features to the Service. These additional features will generally require you to agree to terms and conditions, also referred to as an agreement, specific to that service or feature, if you desire to utilize that service or feature. In the event of such changes, you are responsible for making sure you understand how to use the updated or changed version of the Software. The Bank will not be liable to you for any losses caused by your failure to properly use the Service or your device.

- j. **Fees:** The Bank does not charge a fee to enroll or access your Account through the Service. Standard text or data rates from your mobile service provider may still apply for some features within the Service, such as Alerts. You are responsible for fees to your Internet service provider. To understand fees that may affect your Account, refer to the applicable Schedule of Fees and Charges or the Truth in Savings Disclosure provided to you when you opened your Account. Bank reserves the right to change fees, and will provide you with notification.

#### **V. CONSUMER LIABILITY**

Tell us AT ONCE if you believe your Username or password you use to access the Service (“Credentials”) 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 your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 Business Days after you learn of the loss or theft of your Credentials, you can lose no more than \$50 if someone used your Credentials without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Credentials, and we can prove we could have stopped someone from using your Credentials 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, including those made using your Credentials, 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 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.

**Contact in event of unauthorized transfer:** If you believe your Credentials have been lost or stolen, call 1-800-297-2837 or write: Union Bank and Trust Company, ATTN: Electronic Banking, PO Box 82535, Lincoln, Nebraska 68501-2535. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

#### **VI. 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 may 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.

#### **VII. ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Telephone us at 1-800-297-2837 or write us at Union Bank and Trust Company, PO Box 82535, Lincoln, Nebraska 68501-2535 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 60 days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and account number (if any).
- b. 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.
- c. 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 10 Business Days.

We will determine whether an error occurred within 10 Business Days (5 Business Days if involving a Visa point-of-sale transaction processed by Visa) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days (5 Business Days if involving a Visa point-of-sale transaction processed by Visa) 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 10 Business Days, we may not credit your account. For errors involving new accounts (opened within last 30 days by a new customer), point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three 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 we used in our investigation.

**VIII. MOBILE DEVICE ACCESS:** The following supplemental information applies to mobile devices and mobile services ("Mobile Agreement"). To the extent there is any conflict between the terms of the Agreement and this Mobile Agreement with respect to mobile services, then the terms in this Mobile Agreement shall apply:

- a. **Mobile Services License:** Subject to any compliance with this Mobile Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your mobile device within the U.S. and its territories. In the event you obtain a new or different mobile device, you may be required to download and install the Software to that new or different mobile device.
- b. **This License shall be revoked immediately upon any of the following conditions,**
  1. Your termination of the Service;
  2. Your deletion of the Software from your mobile device;
  3. Your noncompliance with this Mobile Agreement;
  4. Written notice to you at any time, with or without cause.
- c. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your mobile device and/or discontinue use. The Bank and its service providers (which includes, without limitation, any provider of Software such as Fiserv) reserve all rights not granted to you in this Mobile Agreement.
  1. **Software:** The Software shall be used solely in connection with the Service and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not
    - i. Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software,
    - ii. Copy or reproduce all or any part of the technology or Software, or
    - iii. Interfere, or attempt to interfere with the technology or Software.
- d. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third-party software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You (a) will not print, copy, or duplicate any portion of the Software, (b) will not alter any copyright notices on the Software, (c) will not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use, (d) will take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Paragraph, (e) only will use the Software for your personal use and not for the benefit of any other person or entity, and (f) will comply with all of the Bank's procedures and requirements for use of the Software. The provisions of this paragraph will survive termination of this Agreement and Mobile Agreement.
- e. **MOBILE DEPOSIT** Pursuant to the terms of this Mobile Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Capture Device located in the U.S.
  1. **Hardware and Software Requirements:** You agree to transmit an Image to us using only a Capture Device as we may have expressly authorized for your use to transmit Images. We may reject Images you transmit to us with an unapproved Capture Device or by other means to which we have not given our consent. Any Capture Device you use to transmit Images to us pursuant to this Mobile Agreement must be approved by us. We may change the list of approved Capture Devices from time to time. You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Capture Device and your Account information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time. You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to phone and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Service. We shall notify you of those requirements, and we may amend them from time to time.
  2. **Image Quality:** You are responsible for the quality of any Image you transmit. If an Image we receive from you for deposit to your Account is not of sufficient quality to satisfy our image quality standards, as we may establish from time to time, we may reject the Image without prior notice to you. Each Image must include the front and back of the Item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.
  3. **Processing Images:** You authorize us to process any Image you send us or convert an Image to an Image Replacement Document ("IRD"). You authorize us and any other bank to which an

- Image is sent to handle the Image or IRD. We reserve the right to reject and to refuse to process any Image you send to us for any reason or no reason, without prior notice to you.
4. Limits: We may establish limits on the dollar amount and/or number of Items or deposits from time to time. These limits were disclosed to you in your Electronic Funds Transfer Disclosure provided to you at account opening. If you attempt to initiate a deposit more than these limits, we may reject your deposit. If we permit you to make a deposit more than these limits, such deposit will still be subject to the terms of this Mobile Agreement, and we will not be obligated to allow such a deposit at other times.
  5. Deposit of Other Items; Deposits when Service Not Available: You agree you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason, we are not able to recognize as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a branch, ATM, or bank by mail. You further agree to use such other channels when the Service may not be available.
  6. Returned Items: You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.
  7. Handling of Transmitted Items: You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any financial institution by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item for a minimum of five (5) calendar days from the date of the Image transmission, and thereafter to destroy each Item of which you have transmitted an Image after fourteen (14) days.
  8. Cooperation with Investigations: You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.
  9. Payment Processing:
    - i. *Item Processing*. At our sole discretion, we may process the Images you send to us electronically through other banks, or we may create IRDs that will be processed through traditional check processing methods. If you send us Images that are incomplete or fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.
    - ii. *Transmission of Items*. The Images you send us are not considered received by us until you receive a message from us acknowledging that we have accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free. As stated previously in this Mobile Agreement, we may refuse to process any Image you send to us for any reason or no reason.
    - iii. *Notices*. You consent to the electronic delivery of hold and error in deposit notices. Notices may be sent to your e-mail address.
  10. Time of Deposit: If an Image you transmit through the Service is received and accepted before the cut-off time established on a Business Day we consider that day to be the day of your deposit. Otherwise, we will consider the deposit made on the next Business Day.
  11. Representations and Warranties: You make the following representations and warranties to us:
    - i. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.
    - ii. You will use the Service to transmit and deposit Images of Items only.

- iii. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
  - iv. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
  - v. Items have not been altered.
  - vi. Each Item bears all required and authorized endorsements.
  - vii. Each Item has been endorsed as "For mobile deposit only at Union Bank".
  - viii. All the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Nebraska, in addition to any other warranties made by us to any third party under any applicable law.
  - ix. All Images accurately and legibly represent all the information on the front and back of the Item.
  - x. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.
  - xi. No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
  - xii. You will use the Service as required by this Agreement, Mobile Agreement, and the User Guide.
  - xiii. You, if acting on behalf of a small business entity, are fully authorized to execute this Mobile Agreement.
- f. **MOBILE TEXT BANKING** By activating one or more mobile phones for this service, you agree to the following terms and conditions:
- 1. Union Bank and Trust Company Text Banking Alerts: Messaging frequency varies per user. Message and Data Rates may apply.
  - 2. To opt-out at any time, send STOP to 44198.
  - 3. For more information, send HELP to 44198.
  - 4. For a full list of supported Carriers please contact the Bank.
  - 5. We only send text messages to you in response to properly formatted instructions you provide via a Mobile Text Banking request.
  - 6. It is your responsibility to determine if your wireless service provider supports text messaging and if your mobile phone can receive text messages.
  - 7. Mobile Text Banking messages are subject to any of the terms and conditions of your agreement with your wireless service provider.
  - 8. Although there is no fee from us for the service, you are responsible for any fees imposed by your wireless service provider even if your use of the Mobile Text Banking causes those fees to change.
  - 9. You acknowledge, agree and understand that your receipt of any text messages may be delayed or prevented by factor(s) affecting your wireless service provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message.
  - 10. You agree to not hold us liable for any losses, damages or costs that may arise in whole or in part from your use of Mobile Text Banking.
  - 11. You are responsible for keeping any personal information on your mobile device secure.
  - 12. All provisions of any agreements or disclosures previously made pertaining to your accounts remain in effect and are not superseded or amended by this agreement.
  - 13. The wireless carriers are not liable for delayed or undelivered messages.

- IX. CARD CONTROLS** The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Service, notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.
- a. The Card Controls feature is only available for Debit Cards issued by Bank (not applicable to Health Savings Debit Cards) that are available within the Service.
  - b. The Card Controls alerts and controls you set through use of the service may continue to apply, even if you delete the Service or remove it from your mobile device. Please contact us to discontinue the alerts and controls.
  - c. Certain Card Control functionality within the Service may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Service is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present



transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

- d. Card Controls may enable access to Bank's and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
- e. To the extent this Service allows you to access third party services, Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

**X. ALERTS** The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

- a. **Alerts.** Your enrollment in the Service includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Accounts with us. Alerts are provided within the following categories:
  - 1. **Mandatory Alerts** provide you with important account notifications, such as information about changes to your password, or login information. You do not have the option to suppress these Mandatory Alerts.
  - 2. **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service Accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service Accounts.
  - 3. **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Profile menu** within the Service.
- b. Account Alerts and Additional Alerts must be managed and/or added through the Service. We may add new Alerts from time to time, or cancel old Alerts. We may notify you when we cancel or update Alerts, but are not obligated to do so. We reserve the right to terminate the Alerts service at any time without prior notice to you.
- c. **Methods of Delivery.** We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your UBTgo message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us about your primary and secondary email addresses or mobile device number.
- d. **Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to 44198 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in UBTgo and select the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 44198. In case of questions please contact customer service at 1-800-297-2837. Our participating Carriers include (but are not limited to) AT&T, Verizon, T-Mobile®, Cricket, Sprint, Virgin Mobile, MetroPCS, U.S. Cellular®, & Boost.
- e. **Limitations.** We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
- f. **Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

**XI. PRIVACY AND USER INFORMATION** You acknowledge that in connection with your use of the Service, Union Bank and Trust Company and its affiliates and service providers, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Service or the Software (collectively "User Information"). The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Service and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims and as otherwise authorized by you. Union Bank and Trust Company and its affiliates and service providers also reserve the right to monitor use of the Service and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. See the Bank's Online Privacy Policy and general Privacy Policy at <https://www.ubt.com/privacy>

**XII. EQUIPMENT AND SOFTWARE:** You are solely responsible for the equipment you utilize to access the Services, such as your personal computer, mobile device, phone, and subsequent software (including but not limited to an operating system and Internet browser). We are not responsible for errors or delays or your inability to access the Services caused by your equipment or software. 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. We recommend you maintain anti-malware and firewalls for data protection.

**XIII. BUSINESS DAYS:** Our Business Days are Monday through Friday, except Federal holidays. The Service is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling of payment orders and transfers. For immediate transfers, the transfer must occur by 9:00 p.m. Central Time on a Business Day to post to your Account on the current Business Day, otherwise it will post on the following Business Day.

**XIV. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We may disclose information to third parties about your Account or the transactions you make:

- Where it is necessary for completing transactions, or resolving errors involving the Service;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or a merchant;
- In order to comply with government agency rules, court orders, or other applicable law;
- If you give us your permission.

See also our Privacy Notice for further information on disclosure to third parties.

**XV. TERMINATION:** If you want to terminate your access to the Service, call us at 1-800-297-2837. **RECURRING PAYMENTS YOU HAVE ESTABLISHED THROUGH THE BILLPAY SERVICES WILL NOT BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. TO STOP RECURRING PAYMENTS YOU MUST FOLLOW THE PROCEDURES FOR CANCELING PAYMENTS PER THE SEPARATE BILL PAYING TERMS & CONDITIONS.** We reserve the right to terminate the Service, 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 Service in situations deemed appropriate 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 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.

**XVI. 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 Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment, mobile device or any device you utilize, or software.

**XVII. WAIVERS:** No waiver of the terms of any part of this Agreement will be effective, unless in writing and signed by an authorized officer of the Bank.

**XVIII. ASSIGNMENT:** You may not transfer or assign your rights or duties under this Agreement.

**XIX. GOVERNING LAW:** Unless our Deposit Agreement with you states otherwise, this Agreement and all transactions hereunder shall be governed by the laws of the State of Nebraska. Customer acknowledges that he/she has reviewed this Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby. To the extent that the terms of this Agreement conflict with applicable state or federal law, such

state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

**XX. 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 made 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 our records, or e-mail address in which you authorized to receive such notices and/or disclosures.

**XXI. USE OF DATA:** The Bank, and its service providers, will use information you provide for purposes of providing the Service and to prepare analyses and compilations of aggregate customer data that does not identify you. Data collected may include but not be 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 to you (if any) related to the Service.

**XXII. THIRD PARTY BENEFICIARY:** You agree that the Bank's service providers may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries to this Agreement, with the power to enforce its provisions against you.

**XXIII. INDEMNIFICATION:** Customer, in consideration of being allowed access to the Service, agrees to indemnify and hold the Bank harmless for any losses or damages to the Bank resulting from the use of the Service, to the extent allowed by applicable law.

**XXIV. SECURITY PROCEDURES:** By accessing the Service, you hereby acknowledge that you will be entering a protected Service owned by the Bank, which may be used only for authorized purposes. The Bank may monitor and audit usage of the Service, and all persons are hereby notified that use of the Service constitutes consent to such monitoring and auditing. An unauthorized attempt to up-load information and/or change information on the Service is strictly prohibited and subject to prosecution under the Computer Fraud and Abuse Act of 1986.

**XXV. SERVICE LIMITATIONS:**

- a. Neither the Bank, nor any of its service providers, can always foresee or anticipate technical or other difficulties related to the Service. These difficulties may result in loss of data, personalization settings or other Service interruptions.
- b. Neither the Bank, nor any of its service providers, assume responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your use of the Service.
- c. Neither the Bank, nor any of its service providers, assume responsibility for the operation, security, functionality or availability of any mobile device or mobile network that you utilize to access the Service.
- d. You agree to exercise caution when utilizing the Service on your mobile device and to use good judgment and discretion when obtaining or transmitting information

**XXVI. LIMITATIONS AND WARRANTY DISCLAIMERS.**

**The Bank and its service providers disclaim all warranties relating to the Service or otherwise in connection with this Agreement, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither the Bank nor its service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if the Bank or its service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW

THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.

Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICES, OR THE WEBSITES THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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