



Online Banking Agreement and Disclosure

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https://www.auburnstatebank.com/uploads/userfiles/files/documents/Connect/Files/CONNECT_TC_COMMERCA_L.pdf

Commercial Online Banking Agreement and Disclosure

When you log onto Auburn State Bank's Business Online Banking Service you agree to be bound by the terms of this Online Banking Agreement and Disclosure (referred to in this agreement as "Agreement and Disclosure"). Please read it carefully. If you and others you permit to use this service do not agree to the terms and conditions of this Agreement and Disclosure, you may not use Online Banking. You may print this Agreement and Disclosure or you may receive a copy of it along with other agreements that govern your accounts and services with us by contacting us at:

Auburn State Bank
1212 J Street
Auburn, NE 68305

Phone: 402-274-4342
Lobby Hours: (*Excluding State and Federal Holidays*)
- Monday through Friday 8:30 A.M. to 5:30 P.M.
- Saturday 8:30 A.M. to 12:00 Noon

Commercial Online Banking Agreement and Disclosure

In this Agreement and Disclosure the words "you" and "your" mean an Online Banking customer, and the words "we," "us," and "our" mean Auburn State Bank. All references to time of day in this Agreement and Disclosure refer to Central Standard Time.

Your account and the use of Online Banking are also governed by the Terms and Conditions which you receive when you open your account.

General Information about Auburn State Bank's Business Online Banking

Auburn State Bank's Business Online Banking is an electronic banking service that allows Internet access to account information and allows users to transfer funds and pay bills directly through the Internet. In order to use Auburn State Bank Business Online Banking:

- Your business must be a Customer of Auburn State Bank
- You must be the Primary Owner of any business account (referred to in this agreement as "Account") established under your business or personal tax identification number.
- You will need a personal computer (referred to in this agreement as "PC") and Internet access with the latest browser version available through either Microsoft™, Netscape™, Firefox™ or other Certified Browser

You can use your PC to access Online Banking any time, day or night, seven days a week. However, Online Banking may occasionally be temporarily unavailable due to Auburn State Bank record updating or technical problems. Interruption of service or access caused by your Internet service provider will also prevent your use of Online Banking. You are responsible for charges assessed by your Internet service provider and for your PC hardware, software and maintenance.

Electronic Communications

You agree to receive all communications electronically to the e-mail address you designate in your security preferences. You also agree that we may respond to any communication you send to us with an electronic communication, regardless of whether your original communication to us was an electronic communication.

Any electronic communication sent to you by us will be considered received within three (3) calendar days of the date sent by us via our Secure E-mail located within the Online Banking Service, regardless of whether you log on to the Online Banking Service within that time frame. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software. We will not immediately receive e-mail that you send. To the extent permissible under applicable law, any electronic communication you send to us will not be effective until we receive and have had a reasonable opportunity to act on such e-mail message. You should not rely on e-mail if you need to communicate with us on an immediate basis. We, therefore, strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized transfers or errors or requests for stop payments) to us by calling the bank at 402-274-4342. We may, however, require you to provide us with written confirmation of any oral or electronic stop payment request or notice of alleged error.

Electronic Records

You agree to receive this Agreement and Disclosure, and all other disclosures or notices required by Federal and state law or regulation, and all other records and statements for your account in an electronic form. All electronic records will be made available to you on your Online Banking account. Minimum hardware and software requirements you need in order to access and retain records include:

- an internet browser that supports 128 bit encryption;
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
- Adobe® Acrobat® or other program that can open PDF documents
- an email account with an internet service provider and email software in order to participate in Electronic Communications;
- a personal computer.

E-MAIL

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically through Online Banking secure e-mail. You also agree to receive communications regarding your account, including change-in-terms notices regarding Online Banking, electronically and will not attempt to circumvent receiving any messages.

We will not send you e-mails requesting confidential information such as account numbers, PINs, or passwords. If you receive such an e-mail purportedly from us, do not respond to the e-mail and notify us by calling the bank at (402) 274-4342.

Online Banking Access:

Business Days

You can use Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance. For transferring funds (deposits or payments) between your Auburn State Bank account and a third party, the business days are Monday through Friday, excluding State of Nebraska and Federal holidays.

User Access

You will be able to access your Online Banking account through our website at www.auburnstatebank.com and entering your Auburn State Bank username and password.

You agree to take reasonable precautions to safeguard your User ID and Password. You also agree to always exit Online Banking by clicking on "Log Off" located in the lower left portion of the screen after using Online Banking.

Permissible Activities

Online Banking is an online, real-time system that will show up-to-the minute account activity. Occasionally, the balance figure in your accounts may not reflect your most recent transactions due to Auburn State Bank record updating or systems downtime. Also, the available balance figure may include funds that may not be immediately available for withdrawal.

Online Banking allows you to perform various account inquiries and transactions, as described below. All bill payments and transfers are subject to the terms and conditions of the Account being accessed. There are no limits on the dollar amount or amount of transfers you may make as long as the transaction does not cause the balance in your account to be less than zero. However, we are not required to complete a transfer from any account if you do not have sufficient available funds in that account, free of legal restrictions.

Transferring Funds

Transfers must be made in accordance with the terms of this and any other applicable account agreements and disclosures. The transfer feature described here applies only to transfers initiated through the Online Banking Service. It does not cover transfers made through a branch or our telephone banking system.

You may transfer funds electronically between all of your eligible business accounts at Auburn State Bank. All eligible accounts must hold the same business name and tax identification number.

Upon completion of a transfer using Online Banking, you will be given a reference number. You should keep a record of these numbers. No printed receipts are issued through Online Banking. You should print the confirmation screen of your payment to keep for your records.

Transfers between accounts take place immediately, therefore, you cannot cancel or change a transfer once you have confirmed it and submitted it.

Types of Transfers; Posting

Subject to some limitations based on account type or designation as business or retail, funds may be transferred between your eligible Checking, Money Market, Savings, and Loan accounts using the Account Transfers page.

All such transfers are effective immediately when you complete and submit the Transfer online.

Transaction Limitations

There is a maximum dollar limit on any transfer equal to the available balance in your account from which you are transferring funds or an amount in an agreement you have with Auburn State Bank.

Federal regulations limit the number of transfers and check withdrawals from interest-bearing accounts such as savings accounts. You may make up to a total of six (6) pre-authorized, automatic, or telephone transfers or payments per account cycle from your savings account to other accounts or to third parties. Transfers from savings accounts made through Online Banking are counted against the permissible number of transfers.

Modifying or Reversing a Transfer initiated through the Online Service. You may not delete or modify a single transfer once it has been processed by the Online Service. You may reverse the transaction by transferring the funds back to the account from which it was moved.

UNLESS OTHERWISE PROVIDED FOR IN THIS AGREEMENT AND DISCLOSURE, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

External Account to Account Transfer

Account to Account Transfer allows you to transfer funds into your Auburn State Bank account from your accounts at other institutions, or out of Auburn State Bank accounts to your accounts at other institutions. Transfers made prior to 3:00 pm Central Time will occur the following day. Additional charges may apply.

Security Procedures

You must enter your User ID and password at the start of every Online Banking session. Your User ID and password are confidential, and you are responsible for safekeeping them. You agree not to disclose or otherwise make your User ID or Password available to anyone not authorized to withdraw funds from your Account.

Your Online Banking transactions are private and secure as the latest technology was applied in creating the Online Banking security architecture. If you wish to learn more about Online Banking security, please visit www.auburnstatebank.com/security.

To protect the integrity and response time of the system, we may establish on-line time limits for each Online Banking session. The maximum time limit may change from time to time. Also, for your account safety, a "lock-out" feature will deny access to your accounts in the event there are too many invalid password attempts on the account.

Fingerprint Login Warning

If you choose to utilize fingerprint functionality on your mobile device: Auburn State Bank does not control the functionality of, nor is responsible for, the security or integrity of your devices' Touch ID fingerprint credential. If you allow multiple individuals to store their fingerprint credentials on your device, they may have access to the mobile banking app via your login.

Limit of Our and Other Providers' Responsibility

We agree to make reasonable efforts to ensure full performance of Online Banking. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software. We are not responsible for any direct, indirect, special, incidental, or consequential damages arising in any way out of your use of Online Banking.

We will not be liable if a transfer to or from your account is not completed on time or in the correct amount, including but not limited to the following:

- Through no fault of ours, you do not have enough money in your account(s) to make the transfer or payment;
- You do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
- The payee does not process your payment correctly or in a timely manner;
- A court order or legal process prevents us from making a transfer or payment;
- Circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods;

- You do not give proper, complete or correct instructions for the transfer or you do not follow the procedures in this or any other agreement with us for requesting a transfer;
- The U.S. Postal Service causes a delay;
- You have previously reported your account or password lost or stolen or we have canceled your password and/or the use of Online Banking;
- We have reason to believe that you or someone else is using your Online Banking account for fraudulent or illegal purposes; or
- You default under any agreement with us or if you or we terminate this agreement; and
- The payee's address or account number changes.

Your Liability for Unauthorized Use

Tell us AT ONCE if you believe your User ID and/or Password has been lost or stolen, or if they have been used, or may be used, without your permission. Telephoning is the best way, if any, of minimizing your losses. Please use the telephone number and address shown in this agreement to contact us. You must confirm in writing any telephone notice of unauthorized use at the address provided in this Agreement.

Errors or Questions

If you believe there has been an error or you have a question about a transfer, please refer to the Error Resolution Notice in our Electronic Funds Transfers disclosure for instructions on what to report to us. Call or write to us if you have any questions. Please use the telephone number and address shown in this agreement to contact us.

Statements

You will be sent a monthly statement, either through electronic delivery or delivery of the United States Postal Service, covering all of your account transactions for your account(s), other than certificate of deposit transactions. Your Online Banking bill payments and transfers will appear on your statement. You agree to review your monthly statement activity promptly. If your monthly statement shows transfers or payments of funds that you did not make, you must tell us at once. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address.

Fees and Charges

There is no charge for the use of Online Banking although there may be fees for individual optional services. The standard fees for deposit accounts will continue to apply as disclosed in our fee schedule. You are responsible for all Internet service fees that may be assessed by your Internet service provider.

Errors and Unauthorized transfers

Please refer to the "Terms and Conditions of Your Account" you received at account opening for further information on your responsibility with respect to electronic transfers.

Related Agreements

Your accounts linked to the Online Banking Service will also be governed by the agreements, disclosures and other documents provided to you in connection with the opening of your account(s), as they may be amended from time to time. If you have overdraft protection accounts that are linked to your account, they continue to be governed by the

applicable agreements you have with us. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency

Terminating the Online Banking Agreement and Disclosure

You may end your rights to use Online Banking by telling us in writing. We may end your rights to use Online Banking for any reason and at any time without telling you. You are considered inactive after 90 days of inactivity.

If more than one person is authorized to withdraw funds from your account or if another person uses Online Banking to access your account, we cannot stop that person from using Online Banking unless we end this agreement and disclosure. We are not responsible for notifying account holders of the status of this agreement and disclosure with their joint account holders.

If you end your rights to use Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your written notice. Once we have acted upon your notice, we will make no further transfers or payments from your account, including transfers or payments you have previously authorized. However, you must cancel any automatic recurring payments using Online Banking prior to closing your account, otherwise we will continue to make such payments.

If you end your rights to use Online Banking, we reserve the right to make no further transfers or payments from your account, including any transaction you have previously authorized.

Other Conditions

You are responsible for complying with all terms of this agreement and the regulations governing the deposit and credit accounts that you access using Online Banking. We can terminate your Online Banking privileges without notice to you if you do not pay any fee required in this agreement when due or if you do not comply with any of the other terms and conditions of this agreement.

Change in Terms

This Agreement and Disclosure may be amended from time to time and notice of such changes will be provided to you within a reasonable time prior to the effective date of any change in a term or condition which could result in increased costs or liability to you, or stricter limitations on transfers you may make; or as required by law. If, however, an immediate change in the terms and conditions is necessary for security reasons, we may amend these terms and conditions without prior notice. You agree to receive electronic notice of such changes in terms.

Proprietary Rights

You acknowledge and agree that Auburn State Bank and its licensor own all rights to this Web site and the content displayed on the site. You are only permitted to use this content as expressly authorized by the Online Banking 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 of the technology, including, but not limited to, any java applets associated with Auburn State Bank's Online Banking Service. Your right to use Online Banking is personal to you; therefore, you agree not to resell or make any commercial use of the service.

Governing Law

The federal laws of the United States and the laws of the State of Nebraska govern this Agreement unless otherwise required by federal or state law. Any issue relating to an account or service with us that you access through Online Banking shall be governed by the laws specified in the agreement for that account or service if there is a separate agreement for that account or service. In the event of any conflict between these provisions and any applicable law or regulation, these provisions shall be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.

Address or Banking Changes

We will rely on your address, including, without limitation, your e-mail address, as it appears on our records for any and all communications we send to you unless and until you notify us, either in writing at Auburn State Bank, PO Box 328, Auburn, NE 68305 or by calling (402) 274-4342, of a change of address by either you or the United States Postal Service, and we have had a reasonable opportunity to act on such notice. You also agree to notify us in writing at the above address at least ten (10) Business Days in advance of any change in your banking status.

Information Authorization

Your enrollment in the Online Banking Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Online Banking Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized credit bureau. Information obtained will be used by Auburn State Bank to verify information you provide us and to set limits associated with your use of the Online Banking Service. You agree that we reserve the right to obtain financial information regarding your account from a Payee or other financial institution (for example, to resolve payment posting problems or for verification). In addition, you agree that we reserve the right to verify any of the information you provide.

Assignment or Delegation

You may not assign this Agreement and Disclosure, in whole or in part, or delegate any of your responsibilities under this Agreement and Disclosure to any third party or entity. Any such attempted assignment or delegation will not be recognized by us unless and until acknowledged by us in writing. We are not, however, under any obligation to give to you our written acknowledgment.

We may, in our sole discretion and at any time, assign this Agreement and Disclosure, in whole or in part, or delegate any of our rights and responsibilities under this Agreement and Disclosure to any third party or entity.

No Waiver

No delay of or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement and Disclosure on any one occasion will constitute a waiver of that power, right, remedy or obligation on any later occasion. In any event, no such delay or waiver by us is effective unless it is in writing and signed by us.

Provisions Servable

If any provision of this Agreement and Disclosure is held to be void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be treated as part of this Agreement and Disclosure. All other provisions of this Agreement and Disclosure will, however, remain in full force and effect.

Bill Payment Service:

Auburn State Bank has contracted with FIS/Metavante Corporation to provide third-party Bill Payment & Presentment service to our customers. FIS/Metavante will process bill payments and answer questions directly related to your bill payments initiated through Online Banking. Auburn State Bank reserves the right to change Internet Bill Payment Service providers.

The use of Bill Pay is restricted to payees who accept payment in U.S. Dollars and are located in the United States and its territories. You cannot use Bill Pay to make payments to federal, state, and local governments (e.g. tax payments and court directed payments for alimony and child support). Some other categories of payees may also be restricted.

Registration Process

To begin using the Auburn State Bank Bill Pay service, you must enroll online by selecting the Bill Payment button from within Online Banking using a PC. Within one business day, you will receive an activation email (upon approval by FIS/Metavante) stating that you can begin using Bill Pay immediately.

Payment Options

The available payment options (including the presentment of your bills - e-bills) are dependent on the Payee and our bill payment provider.

- **Pay manually (for all payee types):** You have to initiate the payment in Bill Pay, whether electronic or check. The bill appears in your Incoming Bills section if you have opted for e-bills with that Payee.
- **Pay automatically at regular intervals (for all Payee types):** The bill is paid automatically based on the rules you previously set up, whether electronic or check. The bill appears in your Pending Payments section. This is a good choice for mortgages or other bills that are the same amount monthly.
- **Pay automatically in response to an e-bill (Payees with Bill Presentment only):** The bill is paid automatically based on the rules you previously set up, electronic only. The bill will appear in the Pending Payments section if it meets your predetermined rules. If it does not meet your rules, then it will appear in the Incoming Bills section. This is a good choice for utility or other bills that are different amounts every month, but tend not to be "more than" a certain amount or for credit cards where you pay the minimum balance.

Payment Processing

Processing Days: Bill Payment business days are Monday through Friday. Payments scheduled for the weekend are always processed on the Friday before. Therefore, when scheduling payments on a weekend, the first day you can schedule payments (one-time or automatic) is the Monday following the weekend. Generally, one-time or automatic payments that fall on a Saturday, Sunday or bank holiday are processed the previous business day.

Scheduling Payments

Deliver By date: When you select the date, the Deliver By date will automatically appear based on the payment method of the payee. This is the date on which FIS/Metavante intends your payment to reach the payee. See FIS/Metavante's terms and conditions for further information.

Upon completion of a Bill Payment using Online Banking you will be given a *Status* and *Confirm #* indicating the payment was successfully scheduled. This number is used when contacting the customer support of our bill payment service provider for later inquiries. You should print the confirmation screen of your payment to keep for your records. No printed receipts are issued through Online Banking.

Electronic payments (if accepted by the payee) - the **Deliver By** date is three (3) business days after the **Send On** date. Electronic payments will be executed through the automated clearinghouse (ACH) and will be subject to the rules of the National Automated Clearing House Association (NACHA).

Check payments - the **Deliver By** date is (5) business days after the **Send On** date.

If a Bill Payment request describes the recipient incorrectly by name or account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named recipient.

Editing Payments

In general, while bill payments are still pending, you can:

- Edit payments up until 3:00pm Central time on the *Send On* date.
- Cancel payments up until 3:00pm Central time on the *Send On* date.
- Paper checks can sometimes be stopped after the process date by contacting Auburn State Bank or our bill payment service provider's Customer Support. A stop payment may be possible if the check has not cleared the service provider's account. A Stop Payment Fee will be assessed for this service based on our current Auburn State Bank Fee Schedule.
- Payments that have been remitted electronically cannot be stopped.

Insufficient Funds

FIS/Metavante releases the payment to the Payee without knowing whether or not you have the available funds in your account to cover the debit (withdrawal from your account). Your account is debited via ACH one to two business days after the specified *Send On* date (i.e. the date that the payment starts to process).

The debit transaction will display on the Internet Banking Account History screen as an ACH transaction.

Two bill payments scheduled for the same day will result in two separate ACH withdrawals – not one lump sum.

If your account has **insufficient funds**, your payments will be returned which will prompt the system to block your account, preventing all of your scheduled payments during your blocked status to be cancelled and you will not be able to make additional payments.

Any recurring future dated payments scheduled for release during the time the account is blocked will not be sent. You will be sent a letter advising you of a blocked account.

Your account is subject to the Auburn State Bank fee schedule for all NSF or other usage fees related to Bill Pay.

BILL PAYMENT FEATURES:

Payments

Bills & Payments - View incoming bills and pending payments. Edit or cancel pending payments

View Bill - Allows you to view the electronic version of your bill.

File - Allows you to remove a bill by filing it (this does not delete the bill). This is usually done to remove bills that have been paid by other means. This action cannot be reversed.

Continue Payment - Allows you to choose the amount and date for this bill.

Make Payments - Create a payment from a list of payees.

Schedule manual ("one time") payments to payees - specify the amount of the payment and the *Send On* date.

Payees

Payee List: View and edit a payee's information; view payment history; view e-bills and notices received online from this payee; set up, change, or cancel an e-bill using the links within the E-Bill Status column; view and change the payment option - pay manually (for all Payee types), pay automatically at regular intervals (for all Payee types), or pay automatically in response to an e-bill (Payees with Bill Presentment only).

Add Payee: Allows you to add payees, either manually or by viewing the payee list, and select whether you would like to receive your bill electronically (e-bill). You will only be taken to the e-bill screen if the payee is enabled for e-bills. Otherwise, you will be taken to the Confirmation screen. You cannot add payees from a mobile access device.

You also have the ability to pay this payee, add payment options and add e-mail notifications for this payee.

Manage Categories: Add, edit or remove payee categories. You can also verify that the information submitted for payment is correct.

Reports

View Report: Generate a report on screen or download to your PFM (personal financial manager) software.

Search Records: Search for payment records using payee name, funding account or date range

Profile

Funding Accounts: View your existing checking (funding) accounts you are using to pay your bills form and their status; Edit the nickname of the funding account; Change your default funding account (if there is more than one); Delete a funding account (if there is more than one).

Add Funding Account: Add a new Auburn State Bank Checking Account from which to pay your bills.

Personal Information: View your account and personal information; Change the format of your email notifications, HTML or text format.