

Welcome to Online Banking with FirstTier Bank

This Online Banking Agreement and Disclosure ("Agreement") discusses how you can use Online Banking ("Service") to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing the Service. This Agreement is a contract which establishes the rules that cover your electronic access to your accounts at FirstTier Bank ("Bank") through FirstTier Bank Online Banking ("System").

You and FirstTier Online Banking

This "Agreement" for accessing your accounts via "Online Banking" explains the terms and conditions that govern, regulate and protect the integrity of data which electronically transacts and communicates the products and services between you and FirstTier Bank. The accounts that may be accessed via "Online Banking" include only accounts maintained at FirstTier Bank.

By using FirstTier Online Banking, you accept all the terms and conditions of this Agreement.

If you use FirstTier Online Banking, you thereby indicate your consent to these terms. Please read and review it carefully. FirstTier Bank recommends you print this agreement for your records. The terms and conditions of the deposit agreements and disclosures for each of your FirstTier Bank accounts as well as your other agreements with FirstTier Bank, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

Users of FirstTier Online Banking should always check the agreement for revision date to ensure they have reviewed the most recent version of this agreement. FirstTier Bank may modify our terms and conditions for use of this site at any time. This Agreement is also subject to applicable federal laws and the laws of the State of Nebraska. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and FirstTier Bank's successors and assignees. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This

Agreement and Fee Schedule, constitutes the entire agreement between you and FirstTier Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions

As used in this Agreement, the following words have the meanings given below.

- "We," "our," "us," and "Bank" mean FirstTier Bank, the depository institution that holds one or more accounts accessed by the Service.
- "You" and "your" refer to the accountholder authorized by FirstTier Bank to use the System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through the System.
- "Account" or "accounts" means your accounts at FirstTier Bank.
- "Electronic funds transfers" means ATM withdrawals, Telebank transfers, preauthorized transactions, point of sale transactions, and transfers to and from your FirstTier Bank accounts using the System.
- "The System Services" means the services provided pursuant to this Agreement.
- "Business days" means Monday through Friday. Holidays are not included.

Online Access

Registration:

FirstTier Bank account customers can register in person at any bank location or online, by selecting the "Accept" button at the end of this Agreement, indicating your acceptance to these terms and conditions. To register online, you must provide the following:

- One of your FirstTier Bank account numbers (Checking, Savings, Loan or CD)
- A security question and answer
- The last four digits of your SSN

User Code: You will be prompted to select a User Code during your first online session through our online registration process. Your User Code and Password identify and authenticate you to FirstTier Bank when you use Online Banking. User Code numbers may only be obtained by customers who have existing accounts with FirstTier Bank.

Your Password: For security purposes, you are required to establish your password upon your initial login to FirstTier Online Banking. You determine what User Code and password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to the System will be revoked.

We recommend that you create a password using the following guidelines:

- Utilize both upper and lower case alpha and numeric characters for purposes of security.
- Your password must be 6 – 17 characters long containing at least 2 letters and 2 numbers.
- Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.
- For example: From the sentence "I love to eat oreo cookies at night." You can take the first letter of each word. (ilteocan) You can then revise this to something such as 1l2eoCan. You then have a password that you can remember that is very difficult to break by a hacker/cracker.

You can change your Password online at any time by selecting the Change Password option in our Options button. If necessary, passwords can also be reset by calling FirstTier Bank. However, any password changed by a customer service representative over the telephone will be "temporary" only and require you to change it at first use.

Your Responsibility:

You agree....

- Not to give out your identifying information such as your Online Banking Password to any other person. The Bank may rely on your User Code to identify you when providing banking services to you.
- Never to leave your account information displayed in an area accessible by others. Never to leave your PC unattended while using Online Banking.
- To always log out before exiting the System.
- To always notify FirstTier Bank immediately if you suspect that your User Code or Password has become known to any unauthorized person.

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your paper statement for each of your FirstTier Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Password and User Code are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the System is encrypted in an effort to provide transmission security and the System utilizes identification technology to verify that the sender and receiver of the System transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Bank System, or e-mail transmitted to and from us, will not be monitored or read by others.

General Terms and Disclosure

Product and Service Disclosure

We reserve the right to change the fees or other terms described in the Agreement at any time. This does not include any changes to your "Account Terms and Conditions" you received when opening your account. Changes in Account Terms will always be mailed to you at least 30 days in advance of the change. Any charges, fees or other terms changed that affect this Site will be posted at this Site. NOTICE: All transactions conducted over Online Banking are considered by the federal government as electronic transfers and considered "third party transfers" and are limited in number per statement cycle (month) for certain accounts under the Federal Reserve Act (Reg D). Refer to the disclosure that details the transactions allowed under Regulation D that you were provided upon opening of a savings, money market or tiered interest account.

Funds Availability

The following disclosure was provided to you upon opening a transaction (checking) account at FirstTier Bank. This is also disclosed here to help you clearly understand when your funds are available after deposits are made when setting up a Bill Payment.

Your Ability To Withdraw Funds At FirstTier Bank

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash or check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash, and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 p.m. (cutoff times may be later on some days or at some locations) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit before noon on Monday, Tuesday, Wednesday, Thursday or Friday at FirstTier Bank ATM locations (cutoff times may be later on some days or at some locations) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after noon on Monday, Tuesday, Wednesday, Thursday, or Friday at FirstTier Bank ATM locations or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Holds on Other Funds - If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in the account to which the deposit is made. The funds in the account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Reservation of Right to Hold - In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the

second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply - In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Error Notification, Correction, and Resolution

FirsTier Bank Bill Pay Regulation E "Electronic Funds Transfer Act" Error Resolution Applicability:

The following Regulation "E" (Electronic Fund Transfer Act) disclosure was provided to you when you opened an account that may have electronic transactions conducted (e.g. ATM or Debit Card or Automatic Deposit). This disclosure is also provided in this Agreement to inform you how to contact us in the event you detect an error has occurred when viewing your account(s) transaction statements while viewing online through Online Banking.

Unauthorized Transfers

(a) Consumer liability. (1) Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your accounts (plus your maximum overdraft line of credit). If you tell us within two business days, you can lose no more than \$50 if someone used your password without your

permission. (If you believe your card and/or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card and/or code without your permission.)

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts 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, 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 period.

(b) Contact in event of unauthorized transfer. If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this disclosure.

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, 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.

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

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 the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you. We will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) 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 the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) 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. Your account is considered a new account for 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

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 that we used in our investigation.

If you have inquiries regarding your account, please contact us at:

FirstTier Bank

115 South Walnut Street

Kimball, NE 69145

BUSINESS DAYS: Monday through Friday

Saturday, Sunday, and Holidays are not included.

PHONE: 308-235-4633

Disclaimer of Warranty and Limitation of Liability

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the System Services provided to you under this Agreement. We do not and cannot warrant that the System will operate without errors, or that any or all System Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to the System, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of FirstTier Bank and its affiliates exceed the amounts paid by you for the services provided to you through the System.

Your Right to Terminate

You may cancel your System service at any time by providing us with written notice by postal mail or fax. Your access to the System will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate

You agree that we can terminate or limit your access to the System Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Bank accounts. The System Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Account immediately after you close your Primary Account.
3. Upon reasonable notice, for any other reason in our sole discretion.

Communications between FirstTier Bank and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- Email: You can contact us by email (Please note that banking transactions through the System are not made via email.)
- Telephone: You can contact us by telephone at 800-992-9026, ask for Customer Service
- Fax: You can contact us by fax at 308-235-3499, attention Online Banking Customer Service
- Postal Mail: You can write to us at:
FirstTier Bank
PO Box 730
Kimball, NE 69145
- In Person: You may visit us in person at any one of our [locations](#).

Consent to Electronic Delivery of Notices:

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including Electronic Fund Transfer Disclosures, may be made electronically by posting the notice on the Bank System web site or by email. You agree to notify us immediately of any change in your email address.

Rev. October 2014

By clicking the "Accept" button you agree to and are bound by the Terms and Conditions of the FirstTier Online Banking Agreement.

You agree that any information, disclosures, notices, data or supplemental information to or under this Agreement or by law or regulation or any amendments to this Agreement may be sent to you by electronic communication, including email to you or by posting on FirstTier Bank's web site. You acknowledge that you have read and understand and agree to the terms, conditions, provisions, rules and policies disclosed in this Agreement prior to your first attempt to access your online accounts.