

End User Online Banking Agreement

This End User Online Banking Agreement ("Online Banking Agreement") is a contract by and between American National Bank (collectively "Bank"), and Customer that desires to obtain electronic access to Customer's Account(s) maintained at Bank. Customer's electronic access to its Account(s) and use of Online Banking Services constitutes acceptance of the terms and conditions of this Online Banking Agreement. This Online Banking Agreement is incorporated into and forms a part of the Master Treasury Services Agreement (the "Master Agreement") (the Master Agreement is located at https://resources.american.bank/ts-disclosures/.

This Online Banking Agreement, the Master Agreement, and Deposit Account Terms and Conditions ("Account Agreement") received upon opening Customer's accounts (collectively the "Agreement") sets forth the terms and conditions under which the Bank will provide, and Customer may electronically access its Accounts and utilize Online Banking Services. In the event of a conflict or discrepancy among these documents the following order of precedence shall apply: (i) the Master Agreement including any agreements relating to Services; (ii) the Fee Schedule, and (iii) the Account Agreement including Terms and Conditions, but only to the extent necessary to address the conflict or discrepancy.

Definitions - Capitalized words used in this Online Banking Agreement shall have the following meaning:

- A. "Account" or "Accounts" means the account(s) at Bank that Customer identifies in an Enrollment Form.
- B. "Administrator" shall have the meaning set forth in the Master Agreement and shall mean those individuals identified per the Customer's Bank Business Resolution, on the Identification of Administrator form completed by the Customer, or appointed by another Administrator.
- C. "Business Day" means Monday through Friday except holidays.
- D. "Credential" means a Customer's login ID and password.
- E. "Customer", "You" and "your" means the owner of an Account at the Bank and anyone else authorized by the account owner to exercise control over and use an Account through Online Banking Services.
- F. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from the Accounts using Online Banking Services, including bill payments.
- G. "Enrollment Form" means the form delivered to Customer herewith, or accessed by Customer through self-enrollment which shall be completed and returned by Customer in connection with the Online Banking Services as may be updated or changed from time to time.
- H. "Online Banking" or "Online Banking Services" means the services provided through the ANB Go Business platform pursuant to this Online Banking Agreement and the Master Agreement, including, without limitation, electronic access to designated Accounts, the ability to check balances, view Account statements and histories, transfer funds between Accounts, initiate wire transfers, originate or confirm ACH files, and/or pay bills.
- Access To use Online Banking Services, you must have at least one Account at the Bank, access to internet service, a web browser, an e-mail address, and the ability to access a mobile device (for Business Mobile Online Banking).
 Online Banking Services can be used to access only the Bank Accounts which you have been designated as an account owner, or as an authorized Treasury Services Agent pursuant to a Business Bank Resolution from Customer.
 An authorized Treasury Services Agent of a commercial Customer can update their information in connection with the

Member FDIC Online Banking Service by accessing their Online Banking Services and providing instructions on such updates to us. Customers, using its Credentials, who opened an Account at an American National Bank branch may access such Account(s) at www.american.bank through either a desktop or mobile device. Some services or functions available through Online Banking via a web browser may not be accessible via the Bank's Business Mobile Online Banking application. Customer agrees to comply with the Bank's Security Procedures set forth herein and in the Master Agreement and agrees that upon three (3) unsuccessful attempts to use Customer's Credentials to access an Account or an Online Banking Service, Customer's access will be revoked, and Customer must contact their Administrator to have the Credentials reset or to obtain a new temporary password.

The Online Banking Services may provide the ability to access other third party platforms and software offered by third party providers through the Online Banking. You are solely responsible for obtaining a valid and separate license agreement with the third party provider and complying with the terms therewith. You agree and acknowledge that the Bank makes no representations or warranties as to the functionality of or information contained in such third party platforms and software. The Bank will have no liability for the performance or operation of these third party platforms and software and access to these third party platforms and software is provided on an as-is, as-available basis with respect to the Bank.

In connection with accessing the Online Banking Services, Customer is prohibited from, and you agree not to: (i) modify, port, translate, localize or create derivative works of the Online Banking Services; (ii) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Online Banking Services by any means whatsoever, or disclose any of the foregoing; (iii) disclose the results of any performance, function, or other evaluation or benchmarking of the Online Banking Services without the prior written permission of the Bank; or (iv) sell, lease, license, sublicense, copy, market or distribute the Online Banking Services, or use them as a service bureau.

2. Hours of Access - You can use Online Banking Services seven days a week, twenty-four hours a day, although some or all Online Banking Services may not be available occasionally due to emergency or scheduled system maintenance. We will take commercially reasonable efforts to post notice of any known extended periods of non-availability on the Online Banking website located at www.american.bank. Daily Account balance and activity information is generally available as of 9:00 am CST the following Business Day.

3. Security -

A. In our Online Banking, the approach is a customer-administered system, thereby providing enhanced flexibility. With this enhanced flexibility, you should carefully and regularly monitor your Accounts systems. You should be aware that the Administrator(s) you appoint will have enhanced authority, including the authority to create and appoint additional Administrators, appoint additional users, and set limits up to the company limit and authorizations. We have numerous additional security tools and procedures to assist your monitoring through Audit reports under user management. Further, it is important that you update us regularly as to changes in your banking resolutions, authorized persons, limits, and restrictions. You agree to comply with the Security Procedures set forth in the Master Agreement, and you acknowledge that these security requirements are in addition to the Security Procedures set forth in the Master Agreement.

B. Your Role and the Risk. You understand the importance of your role in preventing misuse of your Account(s) through Online Banking Services and you agree to promptly examine your paper/electronic statement for each of the





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 Credentials are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via Online Banking Services is encrypted in an effort to provide transmission security the Online Banking Services utilize identification technology to verify that the sender and receiver of Online Banking Service transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Online Banking Services 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 Online Banking Services, or e-mail transmitted to and from us, will not be monitored or read by others. BANK DOES NOT WARRANT THAT THE ONLINE BANKING SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. C. As set forth in Master Agreement, the implementation of dual Administrators is a major checkpoint for validation of new users, and transactions. When available, we strongly recommend the use of dual control through dual Administrators where neither Administrator is reportable to or otherwise under the influence of the other. D. There are online tools provided in connection with Online Banking for persons with authority under your banking resolutions to have oversight over the Administrators and authorized users of your Account(s). You should check your

Bank Accounts as soon as you receive it. You agree to protect the confidentiality of your Account and Account

E. Passwords. For security purposes, you are required to change your password upon your initial login to Online Banking Services. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, and date of birth, names of children, and should be memorized rather than written down. In the Bank's sole discretion, we may require the use of an additional passcode generated by a secure access method provided by Bank. You are strictly responsible for the confidentiality, maintenance, use of and access to your password, log-in ID, and additional security access methods. Specifically, you agrees to: (1) limit use and access of your password, log- in ID, and security access methods solely for yourself; and (2) not share your password, log-in ID, or security access method with anyone. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER WILL BE RESPONSIBLE FOR MAINTAINING SECURITY AND CONTROL OVER ALL

PASSWORD(S), LOG-IN IDS, AND SECURITY ACCESS METHODS OF THE CUSTOMER.

Online Banking regularly for any changes to authorized Administrators and users including their corresponding limits and authorities. Additional security tools may be offered from time to time. Please review Online Banking periodically

F. Software and Hardware Requirements. In addition to the software and hardware requirements of the Master Agreement, Customer agrees that with respect to accessing Online Banking, Customer may be required to by Bank to download specific "browser" security software. If Customer is not required to use specific browser software, Customer agrees to use browser software that, at a minimum, includes encryption capabilities as specified in the then-current Federal Financial Institutions Examination Council (FFIEC) guidelines. Customer acknowledges that Bank is not responsible for: (i) notifying Customer of any upgrades, fixes or enhancements to any such software; or (ii) any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the internet. With the exception of applications commonly known as web browser software, or other applications formally approved by Bank in writing, Customer agrees not to (a) use any software, program, application or any other device to access or log on to Online Banking; or (b) automate the process of obtaining, downloading, transferring or transmitting any data or information to or from Online Banking. Customer understands and acknowledges that engaging in the practices described in (a) and (b) increase the risk of unauthorized access to

for updates and enhancements.

Customer's computer and Account(s), which could result in fraudulent transactions or other harmful activity, and Customer agrees to bear all liability for any losses sustained as a result of Customer engaging in the practices described in (a) or (b).

G. Authorization. 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. H. Inactivity. Your access to Online Banking may be disabled if you create an online account and never login, or if you do not log in for 13 consecutive months. Your Account status will not be affected, only your access to the Online Banking Services. You may contact us to have this access reinstated.

- 4. Privacy. The privacy terms of the Master Agreement shall apply to your use of Online Banking.
- 5. Fees and Charges. You agree to pay the fees on the Bank's current fee schedule for Online Banking Services. If you close your primary Account, you must contact us immediately to designate another Account as your primary Account. You agree to pay any additional reasonable charges for services you request which are not covered by the Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking Services.
- 6. Posting of Transactions. Transfers initiated through Online Banking Services before 8:00 p.m. CST, on a Business Day are posted to Customer's account the same day. Transfers completed after 8:00 p.m., CST, on a Business Day, Saturday, Sunday, or banking holiday, will be posted on the next Business Day. Earlier cutoff times may apply for holidays and are posted to Customer's account the same day. Since Online Banking Services identifies transactions based upon Credentials of the authorized user who made the electronic transaction, Customer understands and acknowledges that the screens in both the Transfer and Bill Payer/Bill Payment menu of the Online Banking Services may not immediately reflect transfers made by multiple authorized users from the same account if different Credentials are used. Customer agrees to communicate with all authorized users of the Accounts concerning any transfers or bill payments from your accounts to avoid overdrafts.
- 7. Types of Transfers and Limitations. Based on the enrolled services, you may make preauthorized arrangements for deposits into or payments from Account(s) enrolled for Online Banking Services. You may also transfer funds between Accounts, make loan payments, obtain Account information, initiate bill payment services, and make mobile deposits from an equipped cellular device. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires or until funds are collected.
- 8. Stop Payment Requests The ability to process a check stop payment request will depend on the payment method and whether or not a check has cleared. We may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service at the number provided on our website. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule. It is important to note, stop payment charges for Online Banking Bill Payment paper drafts will be assessed by the provider.



- 9. Documentation You will not receive a separate Online Banking statement. Transfers to and from your Accounts using Online Banking Services will appear on the respective periodic paper/electronic statements for your Accounts. If you have arranged to have direct deposits made to your Account, you can contact us by any means below to find out whether or not the deposit has been made.
- 10. In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments Contact us within 14 days after we sent or made available to you the FIRST statement upon which you think there is an error relating to a payment made via the Online Banking Service. Please note the payment reference number. If the error concerns a Bill Pay, contact the Bill Pay (iPay) Tier 1 support at 1-833-211-0274.
- 11. Your Liability for Unauthorized Transfers CONTACT US AT ONCE if you believe your Credentials and/or password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your Accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any).

Also, if your paper/electronic statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days for Consumer Customer/Accounts and 14 days for Commercial Customer/Accounts after the statement was made available to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time.

- 12. Our Liability for Failure to Make a Transfer If we do not complete a transfer to or from your Account, including a bill payment, on time or in the correct amount, according to this Online Banking Agreement with you when you have properly instructed us to do so, we will be liable to you for certain losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, if any of the following instances exist:
 - A. If, through no fault of ours, you do not have enough money in your Account to make a transfer.
 - B. If a legal order directs us to prohibit withdrawals from the Account.
 - C. If your Account is closed, or if it has been frozen.
 - D. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
 - E. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
 - F. If any electronic terminal, telecommunication device, or any part of the Online Banking electronic fund transfer system is not working properly, and you knew about the problem when you started the transfer.
 - G. If you have not provided us with complete and correct payment information for the ACH, Wire, or Bill Payment Service, including, without limitation, the name, address, your payee-assigned Account number, payment date, and payment amount for the payee on a payment.
 - H. If you have not properly followed the on-screen instructions for using Online Banking.
 - I. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.





- 13. Communications between the Bank and You Our contact information is provided on our website at www.american.bank
- 14. 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 ONLINE BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT ONLINE BANKING WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL ONLINE BANKING SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS ONLINE BANKING AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT BANK, 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 ONLINE BANKING AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO ONLINE BANKING; 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 THE BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU IN THE PRECEDING SIX (6) MONTHS FOR THE SERVICES PROVIDED TO YOU THROUGH ONLINE BANKING. ADDITIONAL LIMITATIONS OF THE BANK'S LIABILITY ARE SET FORTH IN THE MASTER AGREEMENT.
- 15. Right to Terminate Your authorized Administrator or designated individual in your Bank Business Resolution may cancel your Online Banking Services at any time by providing us with written notice by postal mail or fax. Your access to Online Banking Services will be suspended within 3 Business Days of our receipt of authorized instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.
- 16. Our Right to Terminate In addition to the terms in the Master Agreement and Terms and Conditions, you agree that we can terminate or limit your access to Online Banking Services for any of the following reasons:
 A. Without prior notice, if you have insufficient funds in any of your Accounts. Online Banking Service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
 B. Upon 3 Business Days' notice, if you do not contact us to designate a new primary Account immediately after you close your primary Account.
 - C. Upon reasonable notice, for any other reason in our sole discretion.
- 17. Change in Terms We may change any term of this Online Banking Agreement at any time. If the change would result in increased fees for any Online Banking Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an Account or our electronic fund transfer system. We will post any required notice of the change in terms on the website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any Online Banking Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges

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- or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.
- 18. 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 Online Banking Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank Online Banking website or by e- mail. You agree to notify us immediately of any change in your e-mail address.
- 19. Miscellaneous This Agreement is also subject to applicable federal laws and the laws of the State of Nebraska. If any provision of this Online Banking Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Online Banking 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 Online Banking Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Online Banking Agreement. This Agreement is binding upon your heirs and the Bank successors and assignees. Certain of the obligations of the parties pursuant to this Online Banking Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Online Banking Agreement shall survive termination, cancellation or expiration of this Online Banking Agreement. This Agreement constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein. However, all other agreements you may have with the Bank, for instance a loan agreement, continue to apply notwithstanding anything to the contrary in this Online Banking Agreement.

THIS ONLINE BANKING AGREEMENT IS GOVERENED BY THE ARBITRATION AGREEMENT OF THE MASTER AGREEMENT THAT MAY BE ENFORCED BY THE PARTIES.

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