

INTERNET BANKING AGREEMENT AND DISCLOSURE

This Internet Banking Agreement and Disclosure (Agreement) describes your rights and obligations as a user of Jones Bank Internet Banking service (Service). It also describes the rights and obligations of Jones Bank. Please read this Agreement carefully. By requesting and using the Service, you agree to comply with the terms and conditions of this Agreement. Our internet banking service is intended for individuals 18 years of age or older.

I. Definitions & Requirements

A. The following definitions apply in this Agreement:

1. "Internet banking" is the Internet-based service providing access to your Jones Bank account(s).
2. "Online Account" means the bank account from which you will be conducting transactions using a Service. You must have an existing account with us to enable our Internet Banking service. An account means any of your account(s) to which we may allow access via the Service under this Agreement.
3. "Password" is the customer-generated code selected by you for use during the initial log in, or the codes you select after the initial log in, that establishes your connection to the Service.
4. "PC" means a personal computer that enables you, with an Internet browser and Internet service provider, to access your Online Account. You are solely responsible for the maintenance, installations, and operation of your computer. Jones Bank shall not be responsible for any errors, deletions, or failures that occur because of any malfunction of your computer or software.
5. You should routinely scan your PC using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. Jones Bank shall not be responsible for any computer virus that affects your computer or software while using our Service.
6. "User ID" is the identification code used to connect to the Service;
7. "We," "us," "our," "Jones Bank", or "Bank" refer to Jones Bank and any agent, independent contractor, service provider, licensor, designee, or assignee Jones Bank may involve in the provision of Internet Banking;
8. "You" or "your" refers to the owner of the account or a person with authority with respect to the account.
9. In order to provide electronic disclosures, we must maintain a current customer e-mail address at all times. It is your sole responsibility to provide us with your correct contact information, including your e-mail address. You should notify Jones Bank of any changes to your personal contact information.

II. Access to Service

- A. You will gain access to your online accounts using your Internet-enabled PC, your Internet service provider, your User ID and your Password. You may access your online accounts 24 hours a day, seven days a week. However, the availability of Services may be suspended for brief periods of time for purposes of maintenance, updating, software revisions, or emergencies. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or certain features.
- B. For purposes of transactions, our business days are any calendar days other than Saturday, Sunday, or any holidays recognized by Jones Bank. Account transfers are processed on all business days that the Federal Reserve is open for business.

III. Banking Transactions with Internet Banking

- A. Account History. Transaction history for your online accounts begins accumulating on the date your access to our current Internet Banking service is activated. Up to 12 months of transaction detail and history is stored and may be viewed via the Service.
- B. Transfer of Funds. In addition to viewing account information, you may use the Service to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds between your checking accounts and savings accounts.
 - 1. NOTE: Because federal regulations require banks to limit preauthorized transfers, including internet banking transfers, the following limitations apply:
 - a. Statement Savings Accounts. You can make no more than six (6) transfers per month by preauthorized or automatic transfer or by telephone or online banking.
 - b. Money Market Accounts. You can make no more than six (6) transfers per month by preauthorized or automatic transfer or by telephone or online banking.
- C. Additional Services.
 - 1. Additional internet banking Services may be introduced from time to time. The Bank will notify you of the existence of these new Services. By using these Services when they become available, you agree to be bound by the rules that will be made available to you concerning these Services.

IV. Schedule of Fees

- A. The Bank offers our Internet Banking Service free of charge.

V. Statements

- A. You will continue to receive your regular paper account statement either monthly or quarterly (depending on the type of account), unless you opt-in to receive electronic statements only.

VI. Security & Privacy

- A. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service. Our customer privacy notice is available online at www.jonesbank.com/privacy.
- B. You are responsible for keeping your password and online account information confidential. You determine your own password, which is encrypted in our database. No one at Jones Bank or at our Internet Banking service provider has access to this information.
- C. To protect yourself against fraud, you should adhere to the following guidelines:
 - 1. Do not give out your account information, Password, or User ID.
 - 2. Do not leave your PC unattended while you are in the Bank's Internet Banking site.
 - 3. Do not allow your Internet browser to store your Internet Banking User ID or Password.
 - 4. Never leave your account information within range of others.
 - 5. Do not send privileged account information (account number, Password, etc.) via any public or general e-mail system.

6. If you believe your Password has been lost or stolen, please use the Password Change feature within the User Options section of the Service to change your Password.
7. If you suspect any fraudulent activity on your account, call us immediately at (402) 643-3602 or toll-free (888) 562-3602 between the hours of 8:00 AM to 4:00 PM, Monday through Friday; Saturday, 8:00 AM to 12:00 PM. Telephoning the Bank is the best way of minimizing your losses and liability. (See Section XIII below).

XI. Term and Termination

- A. Term. This Agreement will become effective on the effective date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your internet banking privileges without notice to you if you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
- C. At any time, we may cancel all or part of the Service that we generally offer. Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any internet banking activity for a period of 6 consecutive months, Internet Banking access may be terminated. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the Service. After cancellation, Service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. To reinstate Service, you must contact us. We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason.
- D. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Bank by one of the following methods:
 1. By sending an e-mail to: support@jonesbank.com
 2. By calling (888) 562-3602
 3. By writing a letter and either sending it to the following address: Jones Bank, 203 S 6th St, Seward, NE 68434 or giving it to a Customer Service Representative at any Jones Bank office.

XII. Electronic Fund Transfer Provisions For Consumers

- A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
 1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
 2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:

- a. \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - b. the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
 4. If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
- C. Telephone Numbers and Addresses. In case of errors or questions regarding an Internet Banking or Bill Pay transaction, call 402-643-3602 or toll-free 888-562-3602, or write us at: Jones Bank, 203 S 6th St, Seward, NE 68434.
1. We must hear from you at the telephone number, mailing address or secure e-mail listed above no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:
 - a. Your name, account number and user ID.
 - b. A description of the error or the transfer in question and an explanation of why you believe it is an error or need more information
 - c. The dollar amount of the suspected error and date on which it occurred.
 2. If you verbally provide this information, we may require that you send us your complaint or question in writing within 10 business days.

XIII. Liability

- A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Internet Banking Service accounts. Unless otherwise required by applicable law, we are only responsible for performing the Internet Banking Service as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

With your acceptance and use of the Service, you agree that we shall not be liable to you or any third party for any indirect, incidental, or consequential costs, expenses, or damages (including lost savings or profit, lost data, business interruption, or attorney's fees) resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your computer or any virus or computer problems that you may encounter related to the use of the Service. We will not be liable to you in the following instances:

1. If, through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding, or other encumbrances, restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.
10. If the account has been closed.
11. If the transfer would go over the credit limit on your overdraft line of credit, or if the overdraft line of credit has been closed.
12. If your computer, software, telecommunication lines were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
13. If you had knowledge of or questions about the possible malfunction of our system when you initiated the transaction.
14. Other applicable laws and/or regulations exempt us from liability.

B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to an Internet Banking account.

C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an Internet browser provider, by an Internet access provider, or by an internet service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Internet Banking account.

D. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XIV. General Terms and Conditions

A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your online accounts. Your use of the Internet Banking service is your acknowledgment that you have received these agreements and intend to be bound by them.

- B. Changes and Modifications. We may modify the terms and conditions from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it the day after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. If the changes have an adverse effect on you or the services offered, we will provide you at least 30 days prior notice. Amendments or changes in terms and/or conditions may be made without prior notice if they do NOT result in higher fees, more restrictive Service use, disclosure of additional account information to third parties, or increased liability to you. Also, if a change in terms or conditions is necessary to maintain or restore the security of our system or your account(s), no advance notice is required. Upon notification of any change in terms, if you do not agree with the change(s), you must notify us in writing or via email to cancel your access to the Service. Your continued use of the affected change in Service constitutes your agreement to the amendment(s). We reserve the right to terminate this Agreement and your use of the Service in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent. You may not assign this Agreement to any other party.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
1. Where it is necessary for the provision of Internet Banking and for completing transfers
 2. To comply with government or court orders, or other reporting requirements
 3. If you give us your permission
 4. To Bank-affiliated companies
 5. It is necessary to assist us in the collection of information for internal use
 6. It is necessary for the security purposes of our service providers, our servicing agents, and/or contractors providing our Internet Banking and electronic funds transfer Service
 7. It involves a claim by or against us concerning a deposit to or withdrawal from your account