

## Mobile Banking Services

This service is provided to you by Country Club Bank, a division of First National Bank of Omaha and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and Country Club Bank, a division of First National Bank of Omaha. Section B of these End User Terms is a legal agreement between you and the Licensor.

### SECTION A

#### COUNTRY CLUB BANK, A DIVISION OF FIRST NATIONAL BANK OF OMAHA TERMS AND CONDITIONS

1. **Services** are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Country Club Bank, a division of First National Bank of Omaha. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. **Online Banking.** Mobile Banking allows you to access the Country Club Bank, a division of First National Bank of Omaha Online Banking Service ("Online Banking") using an Internet-enabled mobile device. Some function(s) of Online Banking may not be available through Mobile Banking. You must be enrolled in Online Banking to use Mobile Banking, and the Mobile Banking service is also subject to the Country Club Bank, a division of First National Bank of Omaha Terms and Conditions for Online Banking and Bill Payment and other agreements governing your deposit account(s) with Country Club Bank, a division of First National Bank of Omaha. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You are responsible for using Mobile Banking in accordance with the online instructions and for properly using your mobile device. We may modify the Mobile Banking services from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure that you understand how to use Mobile Banking as modified. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking services or your wireless device.
3. **Security.** Data transmitted to your mobile device is not encrypted. This means that others may be able to intercept transmissions of your account data. You should take precautions to protect the security and integrity of your banking information when using Mobile Banking, including (but not limited to) (a) logging off your mobile device immediately after using Mobile Banking; (b) requiring a password or code to access your mobile device; (c) not leaving your mobile device unattended when logged into Mobile Banking; and (d) not providing your user name, password or other access information to an unauthorized person. You understand and agree that you are solely responsible for all transactions made through Mobile Banking by any person you allow to use or access your mobile device, login information or other means of accessing Mobile Banking.
4. **Wireless Access.** Mobile Banking is dependent on the availability and quality of the wireless network through which you access Mobile Banking. Therefore, Mobile Banking may not be accessible to you or may have limited utility depending on your choice of carrier and the quality

of and availability of data services. Country Club Bank, a division of First National Bank of Omaha, is not responsible for the availability or utility of your wireless service.

5. **Disclaimer of Warranty.** Country Club Bank, a division of First National Bank of Omaha does not warrant that Mobile Banking will meet your requirements, operate without interruption or be error-free, and Country Club Bank, a division of First National Bank of Omaha will not be liable for any loss or damage caused by the unavailability or improper functioning of Mobile Banking, or for any actions you take in reliance on Mobile Banking, including without limitation, service interruption, inaccuracies, loss of data or delays. THE MOBILE BANKING SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SERVICE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED. YOUR USE OF THE SERVICE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE MOBILE BANKING SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
6. **Fees.** You agree to pay fees for Mobile Banking, if any, in accordance with the fee schedule provided by Country Club Bank, a division of First National Bank of Omaha, as amended from time to time. You authorize Country Club Bank, a division of First National Bank of Omaha, to automatically charge your account for all such fees incurred in connection with Mobile Banking.
7. **Use outside of U.S.** You agree that if you are using Mobile Banking services outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.
8. **Indemnity.** You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of Mobile Banking and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these End User Terms.
9. **Interruption of Service.** Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

## SECTION B

### END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

#### To be Agreed to by End User Prior to Use of the Downloadable App

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR , THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.