

Mobile Banking Agreement

I. INTRODUCTION - PARTIES AND DEFINITIONS

This Mobile Banking Agreement (as amended from time to time, this "Agreement"), governs the Mobile Banking service provided by First State Bank and your use of that service. This Agreement also includes certain licensing rights and restrictions, including an end user agreement between you and our primary software licensor.

The terms "we", "us" and "our" refer to First State Bank. The terms "you" and "your" refer to the customer of First State Bank who is entering into this Agreement. The term "Mobile Banking" means a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device. "Mobile Device" means a cellular telephone or similar wireless communications device (1) that is installed with software permitted by us ("Mobile Banking Software") that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit. We reserve the right to change the Mobile Banking Software and other protocols that we allow for Mobile Banking at any time without prior notice.

II. MOBILE BANKING IS PART OF YOUR ONLINE BANKING SERVICE

Presently, Mobile Banking is available only to individuals who are already enrolled in our Online Banking service.

The term "Online Banking" means the First State Bank's Online Banking service through which you enroll in Mobile Banking. "Online Banking Agreement" means First State Bank's Online Banking Agreement, as amended from time to time, that you accepted when enrolling in your Online Banking service. Your "Online Banking Agreement" also includes related agreements that you have with us in connection with your Online Banking (e.g., Bill Payment Agreement and the Mobile Remote Deposit Capture Agreement). The same credentials (User Code and Password) that are in place for your Online Banking service shall also apply to Mobile Banking.

III. ACCEPTING THIS AGREEMENT

Before using Mobile Banking, you must both (a) consent to receive notices and disclosures electronically, and (b) read and accept this Agreement. You must evidence that consent and acceptance by selecting the button declaring your acceptance as part of your enrollment in Mobile Banking. In addition, you agree you are deemed to automatically renew that consent and acceptance each time you log in as a user of First State Bank Mobile Banking and use Mobile Banking to conduct any transaction. The current version of this Agreement can always be viewed online through your Online Banking service.

IV. TERMS AND CONDITIONS

1. CONSENT TO RECEIVE DISCLOSURES AND NOTICES ELECTRONICALLY

By accepting this Agreement, you consent to receiving notices and disclosures concerning Mobile Banking electronically, including by mobile phone (e.g. SMS or other text message) or e-mail (each of the foregoing being an "electronic address"). You must enter your electronic address for such disclosures and notices when first enrolling in Mobile Banking. You are solely responsible for immediately updating your electronic

address if it changes. All disclosures and notices by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Many disclosures and notices may also or instead appear in one or more of your bank account statements. Unless specifically required by law, we are not obligated to provide any disclosure or notice to you by regular mail or by any means other than electronic transmission. You may, without charge, withdraw your consent to receiving notices and communications electronically by calling us at 402-337-0323, but in that event we can terminate your Mobile Banking service. Please refer to your Online Banking Agreement for more contact options.

Receiving electronic disclosures and notices on your Mobile Device requires that your Mobile Device be an Internet-enabled Mobile Device that support 256-bit encryption. In order to keep notices and disclosures sent to you electronically, you must have the ability to save them to your Mobile Device or computer, or to print them. You may also request a paper copy of an electronic notice or disclosure at no additional charge by calling us at 402-337-0323.

Mobile Banking Functions

To access Mobile Banking service and functions, your Mobile Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You must be enrolled in both our First State Bank's Online Banking service and our Mobile Banking service. You must enroll the particular Mobile Device(s) that you wish to use with Mobile Banking. You must also un-register any Mobile Device(s) that you may no longer wish to be capable of using with Mobile Banking.

When you access Mobile Banking with your Mobile Device, you will see a menu of available Mobile Banking functions (e.g., view balances; view or search for transactions; execute specific types of internal or external funds transfers; etc.). From time to time we will add, and may modify or delete particular Mobile Banking functions served by Mobile Banking. We may make such changes in functions with or without prior notice. We reserve the right to refuse to make any transaction that you may request through Mobile Banking.

Not all functions that are described in your Online Banking Agreement or available at your Online Banking service website may be available within Mobile Banking. All terms and conditions in your Online Banking Agreement or on your Online Banking service's website that limit or govern your use of Online Banking functions will also limit and govern your use of those functions through Mobile Banking.

Mobile Banking Service Availability

We will use reasonable efforts to make Mobile Banking service available for your use on a continuous basis. We do not guarantee functionality of Mobile Banking services (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Mobile Banking service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Mobile Banking service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Mobile Banking service in those instances, but we do not promise the Mobile Banking service will always be available for your use. We may elect to discontinue Mobile Banking (or any of the services that we provide, from time to time, through Mobile Banking) at any time. If we choose to discontinue Mobile Banking, we will provide you with reasonable notice. In the case of a disaster, your Mobile Banking may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Mobile Banking services, or your inability to access Mobile Banking or to execute Mobile Banking functions.

Fees Charged by First State Bank

Currently, we charge no fees to enroll in or use Mobile Banking. However, we may assess fees (a) set forth in the other agreements, disclosures or fee schedules for particular banking products or accounts (such as overdraft or funds transfer fees), or (b) for products and services that you may add through Mobile Banking.

We reserve the right to institute or change fees for Mobile Banking after sending you prior notice. See the section entitled "Amending this Agreement or Fees."

Mobile Device and Mobile Communications

You are responsible for providing your own Mobile Device that supports 256-bit encryption. Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. To download Mobile Banking Software, please follow the instructions found in the Mobile Banking section of our website, www.fsbrandolph.com. Depending on its make and model, your Mobile Device may need to be capable of receiving an SMS text message to initiate the download.

You are responsible for obtaining your own mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages, so please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur from any mobile communications service provider or any other third parties while using Mobile Banking. We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Mobile Banking.

Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

Mobile Banking License Rights Generally

In connection with your use of Mobile Banking Software, we and our licensors (or other third-parties who have directly or indirectly granted rights in those software systems and programs with respect to Mobile Banking) will require your agreement to certain license rights arrangements and/or end-user agreements ("Licenses"). By enrolling in portions of Mobile Banking relating to those software systems and programs, and by downloading and installing Mobile Banking Software, you will be evidencing your acceptance of the terms and conditions of those Licenses. We may also condition your use of Mobile Banking Software upon you affirming such Licenses by the use of "I Accept" dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.

We and our service providers (including without limitation third-party providers of Mobile Banking Software) reserve all rights not granted to you in this Agreement and under the terms of such Licenses. If you obtain a different Mobile Device, you will be required to download and install Mobile Banking Software, to that different Mobile Device, under the same terms set forth in this Agreement. You agree to delete all such software from your Mobile Device promptly if the Licenses or this Agreement terminate for any reason. We reserve the right to change, add to, or terminate services with our third-party Mobile Banking Software providers, to substitute different Mobile Banking Software providers, and to enter into or arrange for the provision Mobile Banking Software by other licensors and third-parties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR THE AGREEMENTS GOVERNING THE TERMS OF ANY LICENSE RIGHT RELATING TO THE USE OR OPERATION OF MOBILE BANKING OR MOBILE BANKING SOFTWARE, MOBILE BANKING SERVICES AND MOBILE BANKING

SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

Terms and Conditions in Related Agreements with Us.

Your use of Mobile Banking is subject to the terms and conditions of your Online Banking Agreement (as amended from time to time). Without limitation, this Agreement is supplemented by your Online Banking Agreement's regarding disclaimers of warranties, limitations on our liability, indemnity, amendments, dispute resolution terms and procedures, and definitions. For consumer customers, this Agreement is also subject to consumer protection in the Online Banking Agreement, including limitations on consumer customers' liabilities for unauthorized transfers, and contacting us concerning questions or errors. In the event of any specific conflicts between this Agreement and the terms of your Online Banking Agreement, the terms of this Agreement will govern.

In addition, each deposit account or credit account that you access using Mobile Banking, and each transaction made in such accounts using Mobile Banking, remains subject to the general terms, conditions, and agreements governing those accounts (e.g., as applicable, the deposit account agreement, credit cardholder agreement, line of credit agreement, etc.).

Amending this Agreement or Fees

We may amend this Agreement at any time by sending notice as described in your Online Banking Agreement; provided, however, that this Agreement governs our right to provide you with that notice electronically. You may choose to accept or decline the change. By continuing to use Mobile Banking after the effective date stated in the notice, you are deemed to accept that change.

Lost or Stolen Mobile Device or Password; Unauthorized Transactions

If you believe your Mobile Device, user name (User Code), Password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us **AT ONCE** at 402-337-0323. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review your Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

In Case of Errors or Questions about Your Account

In case of errors in or questions about your deposit or credit accounts, contact us at 402-337-0323. For additional information regarding your and our rights and responsibilities regarding errors in or questions about your accounts and how such errors and questions are processed, please review your Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

For questions or concerns about the Mobile Banking service itself, you may contact us through any of the methods listed in your Online Banking Agreement or by emailing us at info@fsbrandolphcom, or by mail to:

First State Bank
PO Box 725
Randolph, NE 68771-0725

Please note that any message sent by email is transmitted via normal e-mail and is not encrypted. So, please do not include any confidential information, such as account numbers or details, tax ID numbers, or any other information you want kept confidential. We will not respond to account information related questions sent via Internet e-mail. You agree that we may take a reasonable time to act on any e-mail within the timeframes noted in state and federal regulations.

PROVIDER END USER AGREEMENT

The primary licensor for First State Bank's mobile banking services is Banno, a division of Jack Henry & Associates - Profit Stars ("Provider"). The Provider has provided us the right to enter into the following end user agreement (the "End User Agreement") with you for the use of the Product (defined below). By enrolling in our mobile banking service, and during such time as we maintain our rights to license the Product, you hereby agree as follows:

(i) **General.** Access to First State Bank's mobile banking services via your mobile device is powered by the mobile technology solution owned by Provider. The Provider is not the provider of any of the financial services available to you through the "Product" (defined below), and the Provider is not responsible for any of the materials, information, products or services made available to you through the Product.

(ii) **Ownership.** You acknowledge and agree that Provider is the owner of all rights, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Product"). You further acknowledge that the design and look of the Product, which includes images, graphics, text, logos and icons, photographs, editorial content, notices, software and other materials are owned by Provider and protected under the United States and other applicable copyright, trademark and other laws. You may not use the Product unless you have first accepted the terms of this End User Agreement.

(iii) **License.** Subject to the terms and conditions of this End User Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Product (in machine readable object code form only) in accordance with the terms of this End User Agreement and for the sole purpose of enabling you to use and enjoy the benefits of First State Bank's services made available via the Product. This is not a sale of the Product. All rights not expressly granted to you by this End User Agreement are hereby reserved by Provider. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Product. This license may be terminated at any time, for any reason or no reason, by you or the Provider. Upon termination, you agree to immediately destroy all copies of any Product which has been downloaded to your mobile device or otherwise in your possession or control.

(iv) **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Product; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Product; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Product; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Product, including, but not limited to, any trademark, logo or copyright.

(v) **Updates.** The terms of this End User Agreement will govern any updates that replace and/or supplement the original Product, unless such update is accompanied by a separate license in which case the terms of that license will govern.

(vi) **Consent to Use of Data.** You agree that Provider may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Product. Provider may use this information, as long as it is in a form that does not personally identify you, to improve its products or provide

services or technologies.

(vii) Source of Information. The Product, at your direction, will retrieve your information maintained online by financial institutions and billers with which you have customer relationships, maintain accounts or engage in financial transactions and other log-in related information ("Account Information"). Provider does not review, verify or analyze the Account Information for accuracy or any other purpose, but simply gathers, organizes and reports your Account Information to you. There may be technical difficulties which result in a failure to obtain data, a loss of data, a loss of personalized settings or other service interruptions. Account Information reported by the Product is timely only to the extent that it is promptly provided by the third-party sites. Account Information may be more up to date when obtained directly from the third-party sites.

(viii) Your Responsibility for Information. You are responsible for providing Provider with accurate and updated (as necessary) account numbers, user names, passwords and other log-in related information ("Registration Information") so that the Product is able to access Account Information. If you become aware of any unauthorized use of your Registration Information, you should notify your financial institution immediately.

(ix) Mobile Alerts. The Product may provide automatic, Product-related alerts to your mobile device. Account alerts may be turned on or off as part of the Product. They may then be customized, deactivated or reactivated by you. Provider may add new alerts periodically, or cease to provide certain alerts at any time in its sole discretion. Electronic alerts will be sent to the Product through its operating specific notification system or for the html client the phone number or email address you have provided as your primary email address for the Product. If your email address or your mobile device's email address changes, you are responsible for informing us of that change through the Product settings interface. Alerts may include sensitive information such as low balance warnings or large deposits but will never include account numbers or balance information. You must re-enter the Product to see such details.

(x) Rights You Grant to Provider. By submitting data, passwords, user names, PINs, log-in information, materials and other information to Provider through the Product, you are licensing that content to Provider solely for the purpose of providing the Product to you and for such other purposes as are set forth in the Privacy Policy under section xi below (the "Privacy Policy"). Provider may use and store the content in accordance with the Privacy Policy. By submitting such information to Provider, you represent that you are entitled to submit it to Provider for use for this purpose, without any obligation by Provider to pay any fees. By using the Product, you expressly authorize Provider to access your Account Information maintained by identified third parties, on your behalf as your agent. When you use the "Add Accounts" feature of the Product, you will be directly connected to the website for the third party you have identified. Provider will submit information including user names and passwords that you provide to log you into the site. You hereby authorize and permit Provider to use and store the information submitted by you to the Product (such as account passwords and user names) to accomplish the foregoing and to configure the Product so that it is compatible with the third-party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Product, you grant Provider a limited power of attorney, and appoint Provider as your attorney-in-fact and agent, to access the third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities as you could do in person. You acknowledge and agree that when Provider is accessing and retrieving Account Information from the third-party sites, Provider is acting as your agent, and not as the agent of or on behalf of the third party. You understand and agree that the Product is not sponsored or endorsed by any third parties accessible through the Product.

(xi) Privacy Policy. Provider will not sell or rent your personal information to anyone, for any reason, at any time. Provider uses and discloses your personal information only as follows: (a) to analyze usage and improve the Product, (b) to deliver to you any administrative notices, alerts and communications relevant to your use of the Product, (c) to fulfill your requests for certain products and services, (d) for market research, project planning, troubleshooting problems, detecting and protecting against error, fraud or other criminal activity, and (e) in order to enable the financial institution through which you signed up for the

Product (your "Primary Financial Institution") to offer additional product offerings to you, the Product provides to your Primary Financial Institution financial product details of any external institutions you have added through the Product, provided that no external transactional data will ever be shared with your Primary Financial Institution. Notwithstanding the foregoing, Provider reserves the right (and you authorize Provider) to share or disclose your personal information when Provider determines, in its sole discretion, that the disclosure of such information is necessary or appropriate (x) to enforce our rights against you or in connection with a breach by you of this End User Agreement, (y) to prevent prohibited or illegal activities, or (z) when required by any applicable law, rule regulation, subpoena or other legal process.

(xii) The Product is not a Professional Advisor. NEITHER PROVIDER NOR THE PRODUCT IS INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. PROVIDER AND THE PRODUCT ARE NOT FINANCIAL PLANNERS, BROKERS OR TAX ADVISORS. The Product is intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Product may not be appropriate for your situation. Accordingly, prior to making any financial decisions or implementing a financial strategy, you should consider obtaining additional information and advice from professionals, such as accountants, attorneys, financial advisors or other professionals who are fully aware of your individual circumstances.

(xiii) Alert Disclaimer. You understand and agree that any alerts provided to you through the Product may be delayed or prevented for a variety of reasons. Provider attempts to provide alerts in a timely manner with accurate information, however, Provider neither guarantees the delivery nor the accuracy of the content of any alert. You also agree that Provider shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

(xiv) Your Indemnification of Provider. You agree to defend, indemnify and hold harmless Provider and its officers, directors, shareholders, and employees, from and against all claims and expenses, including but not limited to attorney fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

(xv) Export Restrictions. You may not use or otherwise export or re-export the Product except as authorized by United States law and the laws of the jurisdiction in which the Product was obtained. In particular, but without limitation, the Product may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Product, you represent and warrant that you are not located in any country or on any such list. You also agree that you will not use the Product for any purposes prohibited by United States law.

(xvi) U.S. Government Restricted Rights. The Product 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 Product by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this End User Agreement.

(xvii) Disclaimer of Warranty. THE PRODUCT 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 PRODUCT WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED. YOUR USE OF THE PRODUCT AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE PRODUCT IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xviii) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER OR ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, 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, PROVIDER'S LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF \$250. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

(xix) Miscellaneous. This End User Agreement constitutes the entire agreement between you and Provider concerning the subject matter hereof. This End User Agreement will be governed by and construed in accordance with the laws of the state of Iowa, excluding that body of laws pertaining to conflict of laws. If any provision of that portion 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 End User Agreement are subject to the exclusive jurisdiction of the courts of Iowa and you expressly consent to jurisdiction and venue thereof and therein. This End User Agreement and all related documentation are 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.