



Digital Banking and Bill Payment Agreement

Last revised: 9/18/2024

PLEASE READ BEFORE USING THE SERVICE

1. Scope of this Agreement

This Digital Banking and Bill Payment Agreement (“Agreement”) between you and Dundee Bank (“Bank”), 5015 Underwood Ave, Omaha, NE, 68132, governs your use of our Digital Banking services (the “Service”). The Service permits our customers to perform various banking functions on accounts linked to the Service. The Service, the banking functions it supports and your linked accounts may change from time to time. Each time you use the Service, you confirm your agreement to the terms and conditions of this Agreement as amended from time to time. You agree not to engage in Unauthorized Use and are solely responsible for assuring that your Authorized Users do not engage in Unauthorized Use.

2. Accepting the Agreement

WHEN YOU CLICK ON THE "ACCEPT" BUTTON BELOW OR USE THE SERVICE IN AN WAY, YOU ARE AGREEING TO BE CONTRACTUALLY BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU DO NOT AGREE, CLICK THE “CANCEL” BUTTON AND DO NOT USE THE SERVICE.

You may print and/or save a copy of this Agreement for your records. Future updates to this Agreement will be sent electronically as further described within this Agreement. To print, select the print button below or select the print function on your browser. To save a copy of this Agreement on your computer, select 'File' and then 'Save As' on your browser.

If you need a paper copy of this Agreement, please contact us at (402) 504-4000.

3. Definitions

Access Security - means reasonable security measures that you must have in place to prevent and protect against unauthorized: (i) access to the Service or your computer or communications systems (your “Systems”); (ii) access to, or disclosure or use of, information pertaining to your Systems, your bank accounts, your policies and procedures pertaining to access to or use of your bank accounts, the Service, or your initiation of transfers and payments through Bank; (iii) access to, or disclosure or use of, information pertaining to your personnel (including, but not limited to, information pertaining to the identities and Credentials of your administrators and Authorized Users) with authority to initiate transfers and payments on your behalf; and (iv) any other device, mechanism, procedure, program, information or other means that you or your Authorized Users may use to access any aspect of our website or the Service or that we or our Service Providers may use to control, authenticate, document, or permit or deny access to our website or the Service (including but not limited to, any Username, Password, personal identification number (PIN), passcode, access code, user ID, authorization number; fingerprint, facial image data, biometric identifier; encryption key, confirmation or tracking number,

method, protocol, security software, one time password, and/or out-of-band or multi-factor authentication process).

Agreement - means this Digital Banking and Bill Payment Agreement.

Authorized User - is any individual (including you if you are an individual): (i) whom you allow to use any aspect of the Service or to otherwise access your Eligible Accounts; (ii) who uses Credentials associated in our records with you or any of your Authorized Users; or (iii) who otherwise has explicit or apparent authority to act on your behalf.

Bill Payment – means the remittance of funds initiated within the Service from an account to a Payee.

Bill Payment Service Provider - refers to the contractor, sub-contractor, or provider of our Bill Payment and Bill Delivery & Presentment services, iPay Solutions or any successor thereto.

Biller – is an entity from which you elect to receive electronic bills using the Bill Payment Delivery & Presentment feature.

Billing Account - is the checking account from which all Service fees may be debited.

Business Day - is every Monday through Friday, excluding Federal Reserve holidays.

Business Customer - refers to any person or entity other than a Consumer who owns an Eligible Account at Dundee Bank and uses the Service.

Business Day Cutoff - refers to the cut-off time for posting purposes. The cut-off time for digital transactions is based upon our Business Days using the Central Time zone. For posting purposes, we will process all internal transactions completed by 6:00p.m. (Central) on the same Business Day. Transactions completed after 6:00p.m. (Central) may be processed on the following Business Day. Bill Payment cut-off time is 3:00p.m. (Central). Scheduling of Bill Payments is further discussed later in this agreement.

Consumer - refers to a natural person who owns an Eligible Account at Dundee Bank and who uses the Service primarily for personal, family, or household purposes.

Credentials - see “Password” and “Username” below.

Customer - refers to any natural person or entity who has a deposit account or loan with Dundee Bank and uses the Service.

Digital Banking - means accessing banking features and services via Bank’s website or mobile application from a computer, mobile device, or other internet-connected device.

Draft Payment – refers to the paper item generated by us or our Service Provider that is mailed to the Payee for a Bill Payment.

Due Date - is the date reflected on your Payee statement for which the Bill Payment is due. It is not the late date or grace period.

Eligible Accounts - an Eligible Account means any one of your account(s) to which we may allow access via the Service. Unless we otherwise authorize it, only a checking account may be eligible for Bill Payment privileges.

Joint Accounts - an Eligible Account that is added to the Service which is jointly held or has multiple signers.

Mobile Deposit – means a feature of the Service that allows you to conveniently deposit a check to a Linked Account using a mobile device, without bringing the deposit or the check to the Bank.

NSF – refers to an Eligible Account that does not have sufficient funds available to honor checks, drafts or other debits against the account.

Password - means a password used to access the Service. A Password together with a Username makes up the “Credentials.”

Payee - is the person or entity that you name in a Payment Instruction or a person or entity you receive electronic bills from via the Service.

Payment Account - is the checking account from which Bill Payments, transfers and other transactions may be debited.

Payment Instruction - is the information provided by you to the Service for a Bill Payment (includes, but is not limited to, Payee name, Payee account number, and Scheduled Payment Date).

Payment/Scheduled Payment Date - is the day specified in a Payment Instruction for your Payee to receive your Bill Payment. This is also the day your Payment Account will be debited, unless that date falls on a non-Business Day, in which case your Payment Account will be debited the previous Business Day.

Scheduled Payment - is a Bill Payment that has been scheduled through the Service but has not begun processing.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that Bank may involve in the provision of the Service.

Unauthorized Use -means any of the following (a) use of any account or login information for access by more than one individual; (b) any person exceeding the scope of the authority granted by you; (c) use or access in violation of the terms of any agreement between you and us; (d) sending any transmission or information to us that is inaccurate or erroneous; (e) any use or access of the Service in violation of law or that may subject us to investigation, prosecution or legal action; (f) any involuntary use or access; (g) any use or access that results from any breach of Access Security or your failure to maintain adequate Access Security; (h) any use or access other than for the purpose of conducting your business with the Bank; (i) any use or access by any person other than your Authorized User(s); (j) any use or access by any person who is under nineteen (19) years old; (k) any use or access in connection with a transaction where you or an Authorized user makes or receives a payment or transfer on behalf of a third party.

Username - means a specific code used by an Authorized User to access the Service, which together with a Password makes up the “Credentials.”

You and Your - As used within this Agreement, "you" and "your" refer to the person or entity enrolling in the Service.

We, Us, or Our - As used within this Agreement, “we”, “us”, or “our” refer to Dundee Bank.

4. Requirements for Enrolling in the Service

We reserve the right to approve or deny any request to enroll in the Service in our sole and absolute discretion. You must be at least 19 years of age and a resident of the United States, and must have and keep your Eligible Account(s) in good standing. You must also keep sufficient balances in those accounts to cover all transactions and fees we debit thereto.

You must also have and maintain appropriate computer hardware, software and internet access, including current, fully patched versions of operating systems and internet browsers that support 128 bit encryption, current, fully patched versions of mobile device operating systems and applications (for access via mobile device), current, fully patched anti-virus, anti-spyware and anti-malware protection, a printer and appropriate secure storage functionality (such as a hard drive), an email address and the latest version of Acrobat Adobe Reader. These requirements are subject to change at any time.

5. Electronic Disclosures

We may deliver this Agreement to you in an electronic format. YOU AGREE TO ACCEPT THIS AGREEMENT IN AN ELECTRONIC FORMAT. YOU REPRESENT THAT YOU SATISFY THE ABOVE REQUIREMENTS FOR ENROLLING IN THE SERVICE. If you wish to withdraw your consent to electronic delivery, notify us by sending a letter to Dundee Bank, 5015 Underwood Ave, Omaha, NE, 68132, sending a secure message through the Service, or by calling us at (402) 504-4000. If you withdraw consent to electronic delivery, your access to the Service may be terminated. You should print or save a copy of this Agreement and all other disclosures delivered electronically.

From time to time, we may also ask if you want to receive electronic-only versions of your account statements and other notices (“eStatements/eNotices”). Separate terms will apply and may be provided to you at that time. If, as of September 20, 2024, you were already enrolled for eStatements/eNotices, your previous consent for eStatements/eNotices will remain in effect and you will remain enrolled for eStatements/eNotices, until you revoke that consent.

6. Linked Accounts

When you first enroll in the Service, we will link your designated Eligible Accounts to one Username for you as the Authorized User (“Linked Accounts”). You may request the addition/removal of Linked Accounts and/or additional Authorized Users. If you want to limit the accounts linked or the privileges assigned to a Linked Account, please contact us at (402) 504-4000 or send us a secure email message through the Service.

We may allow access to all information pertaining the Linked Accounts and the initiation of all transactions available via the Service by any one Authorized User, even if the account(s) are jointly held or have multiple signers and even if the Authorized User is not a signer on the account(s).

If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or to otherwise remove funds from an account, you are solely responsible for having the required withdrawal authority over the relevant Eligible Account.

7. Basic Services

Certain basic features will be available through the Service from time to time. Currently, those features include: access to certain transactional detail and history, inquiries for balances and certain other information, copies of periodic account statements and notices, transfers between your accounts at the Bank, limited external transfers, a secure e-mail messaging system, file transfer functionality, loan payments to the Bank, check reorders, stop payment orders on certain checks and transaction downloads in certain formats (such as for certain third party financial products). We are not responsible for your download, transmission, storage or use of any information provided through the Service, including but not limited to your download of information for use with any third-party software or financial product. We may change basic features from time to time. Although most basic features should generally be available seven days a week, 24 hours a day, the Service and/or certain features may not be available occasionally due to unscheduled occurrences, events outside of our control, or scheduled system maintenance. Access to the Service may be slower at times due to high internet traffic and other factors. Certain Service features are subject to requirements and limitations set forth on the website from time to time and you agree to comply with those requirements and limitations if you use those features.

(A) Stop Payment Feature--Checks. This feature within the Service is only for stopping payments on checks that you have written. This feature is accessible within the "Messages" section of the Service and provides a means to securely forward your stop payment requests to us for processing. Stop payment requests received through the Service will generally be processed within two (2) Business Days. Therefore, if your request is urgent, we recommend that you call (402) 504-5400. There is a stop payment fee associated with this feature. Additional terms and disclosures may apply to the stop payment service, and may be made available to you when you make the stop payment request.

(B) Stop Payment Feature—Preauthorized Transfers. If you have told us in advance to make regular payments out of your account at substantially regular intervals, you can stop any of these payments. Here's how:

Call us at (402) 504-5400, or write us at 5015 Underwood Ave, Omaha, NE, 68132, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. You may also use the Messages section of the Service as described above.

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

(B) Check Reorders, Address Change, Order Documents, Secure E-Mail & File Transfer Services. Requests for check reorders, address changes, document requests, and file transfers will generate a secure email to Bank. Such requests will generally be processed within two (2) Business Days. For urgent requests, call (402) 504-4000. There may be additional fees associated with some of these services, such

as when you reorder checks through the Service. Fees will be disclosed in our Fees & Charges Schedule and/or at the time of your request.

(C) External Funds Transfer Services. We may allow you to link external accounts (accounts held at depository institutions other than us) that you own or for which you have unlimited authority to initiate deposits and withdrawals. By linking an external account, you authorize us to initiate debit or credit entries to such external account. By linking an external account, you also certify that you are an owner or that you are authorized on the external account with unlimited withdrawal and deposit rights on the depository institution's records, to originate transfers to and from the account. Upon our request, you agree to provide written documentation of your ownership of or unlimited authority regarding such external linked accounts, as applicable, and any other information we deem necessary. You are required to notify us if any external linked account is closed or your withdrawal rights are limited or removed, so the external linked account may be disconnected from the Service. You acknowledge that all transactions involving external linked accounts must comply with applicable laws. The offsetting entries for any transfer to or from an external linked account must be made to or from a Linked Account. Transfers between external linked accounts are prohibited. When initiating a transfer to or from an external linked account, you certify that you have full authority to initiate such transfer.

8. Treasury Services

For Business Customers, some aspects of the Service may support or provide a means of access to certain treasury services that we have agreed in writing to make available to you from time to time. Treasury services are subject to additional terms and conditions, including our Master Treasury Services Agreement and the Schedules thereto (the "Treasury Terms"). Treasury services may change from time to time and are subject to termination in accordance those additional terms and conditions. In the event of conflict between this Agreement and the Treasury Terms, the Treasury Terms shall control.

9. Additional features available through the Service

Bill Payment Services. You may request Bill Payment privileges, which are subject to our approval. Bill Payment customers also have access to electronic Bill Delivery & Presentment for participating vendors. Bill Payment Service terms and conditions are outlined later in this Agreement.

Mobile Banking Services. We may require you to register your mobile device, telephone number, and a valid email address to access those aspects of the Service available via mobile banking. We may also require you to provide certain account information, login information and a mobile authorization code and/or a PIN number to access Mobile Banking Services, all of which must be maintained in confidence and subject to Access Security. You agree to comply with the provisions of all license agreements regarding your use of any mobile device and its software applications that are used to access the Service. We are not responsible for preventing interception of transmissions to or from your mobile device. You accept and assume the risk of that happening.

We may allow you and your Authorized Users to use technology that permits using fingerprints or other biometric identifiers or other personal information stored in or transmitted by a mobile device connected to the Service. You acknowledge that (a) use of such third party technologies and any such storage of biometric identifiers or other personal information on such a mobile device may result in Unauthorized Use, (b) third parties providing such technologies may permit their use to obtain access to

use of services other than the Service, and (c) allowing any person to use such technology on such a mobile device may enable such person to engage in Unauthorized Use. You agree to establish and continuously maintain sufficient Access Security to protect the security of any such mobile device and shall not permit any third party to (i) access or use your or any Authorized User's biometric identifiers or personal information or (ii) store or use such third party's biometric identifiers or personal information on or through such a mobile device. You acknowledge that any person that has saved biometric identifiers on your mobile device may be able to access the Service and the Linked Account(s). You are solely responsible for the risks of storing, using or allowing access to biometric identifiers through your mobile device.

If you fail to maintain adequate Access Security, the Service may not be secure. By accessing the Service through Mobile Banking Services, you assume any and all risks associated with that access, including but not limited to the risk of interception of transmissions to and from our systems, the risk of unauthorized transactions transmitted from that mobile device, and the risk of another device imitating your mobile device resulting in unauthorized transactions.

You agree that: (i) you will enable and use a key lock, passcode or other software locking process to restrict access to and use of any mobile device connected to the Service; (ii) each time you finish your use of Mobile Banking Services you will completely exit and terminate the software application or other program you used to access Mobile Banking Services; and (iii) you shall notify us immediately if your mobile device is lost or stolen. To the maximum extent permitted by applicable law, we will not be responsible for your failure to maintain adequate Access Security.

P2P and Other Third-Party Transfer Services. We may allow the Service to be used to send funds to third party recipients using Third-Party Transfer Services including but not limited to Person-to-Person Transfer Services ("P2P"). Third-Party Transfer Services may be provided through a Service Provider. We may suspend, restrict, or cancel any Third-Party Transfer Services at any time, with or without cause or advance notice. You are solely responsible for providing all of the information needed for Third-Party Transfer Services including, but not limited to, the recipient's name, email address, mobile telephone number, account numbers (including debit card account numbers), etc. You are solely responsible for the accuracy of all information provided to us or the Third-Party Transfer Services. You authorize us to: (i) disclose all information we may consider appropriate to support Third-Party Transfer Services that you or your Authorized Users enable; and (ii) send emails or other communications to the recipients and/or other financial institutions involved in Third-Party Transfer Services. You acknowledge and agree that any person with access to transfer information provided to us will have full authority to use Third-Party Transfer Services on your behalf, even if such person is not intended by you to use Third-Party Transfer Services. Third-Party Transfer Services are subject to the limitations and other terms and conditions we establish from time to time. We shall not be responsible for ensuring any funds sent with Third-Party Transfer Services are received or claimed by the intended recipient. We may, in our discretion, reverse transfers with a Third Party Transfer Service and credit the applicable funds to the Linked Account from which such transfer was sent. If we do, we will not be liable for (i) any interest that may have accrued on such funds or (ii) fees and expenses charged to Linked Accounts, during the time such funds were unclaimed.

Mobile Deposit Services. You may request to use Mobile Deposit services (“Mobile Deposit”) through the Service. Use of Mobile Deposit through the Service is subject to approval in our sole and absolute discretion and to such further terms, conditions and limitations as we establish from time to time.

As used in this Section, “Files” means electronic image(s) and/or data files that you transmit to us regarding checks to be deposited in connection with Mobile Deposit. You are solely responsible for the accurate imaging of checks and for successfully transmitting accurate, complete, balanced, and readable Files to us. All Files submitted to us shall be subject to our verification and final inspection and may be rejected by us in our sole discretion without liability. We are not obligated to detect any errors by you and, except as expressly provided otherwise herein, we are not liable for errors or delays in providing Mobile Deposit. All checks deposited using Mobile Deposit must be endorsed as: “For mobile deposit only at Dundee Bank,” followed by your full written signature. We shall have the right from time to time to conduct periodic audits of your use of Mobile Deposit, including but not limited to Access Security, accuracy and quality of Files, and document retention requirements. You agree to cooperate with us and to provide all relevant information requested by us.

You represent, warrant and covenant to us that: (i) all Files accurately represent all the information on the front and back of the relevant checks, including all endorsements; (ii) You shall not transmit Files to us that contain information which duplicates information you previously provided to us or that contains information with respect to checks that you have previously transferred to, deposited with, or attempted to clear through a third party. You shall not transfer to, deposit with, or attempt to clear through, a third party or otherwise directly or indirectly ask any third party to make payment based on the checks reflected in the Files transmitted to us. You shall retain each check which has been converted to a File in a safe and secure location for such time as you deem necessary and advisable, but in no more than sixty (60) days after such check has been processed by us. You shall thereafter destroy the original checks using commercially reasonable methods. You shall promptly provide any retained check (or, if the check has been destroyed, a sufficient copy of the front and back of such check) to us on request. You will be solely responsible for any liability resulting from further negotiation or transfer of any checks for which a File has been submitted to us. All Files transmitted by you to us shall be the result of bona fide transactions and no such Files shall be directly or indirectly for the benefit of any third party. You shall not transmit Files that represent non-cash items. You shall transmit Files that represent items drawn only on U.S. banks. Files received by us after the Business Day Cutoff may be processed on the next Business Day. We will give you notice of any rejected or returned File. We are authorized to debit or credit the applicable Linked Account for Files that are returned to us. We have no obligation to pay you interest on the amount of any returned File debited from the Linked Account. A File shall not be deemed as received by us until shown as a deposit into the applicable Linked Account according to our records.

We may condition acceptance of deposits via Mobile Deposit upon satisfaction of the following: (a) preliminary verification by us, in our sole and absolute discretion, that the image quality of the File is acceptable to us and all item information is complete; (b) successful completion of validation routines that we deem necessary in our sole and absolute discretion; (c) compliance with any daily dollar limit established by us; (d) we have received the File on a Business Day; and (e) all other requirements of Bank, including but not limited to those regarding Access Security have been satisfied. By submitting any File for deposit through Mobile Deposit, in addition to any and all other representations and warranties made in connection with such File and the underlying item, you represent and warrant that you, the personnel acting on your behalf, and your Authorized Users are fully authorized to submit the File and its

associated items to us using Mobile Deposit and to cause a deposit to be made to the applicable account. We reserve the right to implement, and to revise from time to time, such further internal controls and policies regarding Mobile Deposit and daily dollar limits regarding such deposits as determined by us in our sole and absolute discretion. You agree to comply with any such internal controls, policies and limits that you have been informed of. All deposits are subject to final Bank verification and may not be available for immediate withdraw. We reserve the right to reject any such Files, items and deposits in our sole and absolute discretion without liability.

We may prepare substitute checks or image replacement documents to facilitate the deposit and collection of items you deposit. You understand and agree that substitute checks will be the legal equivalent of the original checks for all purposes as provided in the federal Check Clearing for the 21st Century Act. We may be responsible for certain warranties and indemnity responsibilities to third parties with respect to your Files and the items contained therein. To the extent that we pay any such warranty, indemnity or other claims made by any third party in respect your Files or items, you shall reimburse us upon demand. Our right of reimbursement shall be absolute and unconditional, shall survive any termination of our relationship with you, and shall not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment.

Autobooks. We may provide you with access to Autobooks Services. Autobooks Services allows small businesses and non-profits to create and send invoices, to accept online payments directly into your Bank checking account, and to automate certain bookkeeping tasks. Autobooks access is provided via a hyperlink to a Service Provider and will require your agreement to a separate Autobooks Terms of Use and End User License Agreement. By using the Autobooks Service you acknowledge and agree: (i) that you have received from us or the Service Provider, all information necessary for you to use the Autobooks Services; and (ii) to the use, display, and disclosure of information which is necessary or appropriate in connection with the Autobooks Services. We do not endorse, warrant, or guarantee Autobooks Services or any website, information, products or services offered or provided by any Service Provider. Neither we nor the Service Provider will be liable for any payment or transfer of funds made in error by you or your clients, for any non-payment of funds due, or for any other loss, damage, or other harm caused by your use of the Autobooks Services. We and/or any Service Provider may suspend, restrict, or cancel your usage of the Autobooks Services with or without cause at any time.

You may be required to provide the Service Provider with financially sensitive information about your business and its sales, transactions, and activities, or other confidential information. You hereby consent to our and the Service Provider's use, access, display and disclosure of such information for the purpose of providing the Autobooks Services. We are not responsible for any acts or omissions of any Service Provider, including its use, processing, storage, display, disclosure or failure to protect such information. YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ANY LIABILITY ARISING IN CONNECTION WITH YOUR USE OF AUTOBOOKS, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE SERVICE PROVIDER'S PROCESSING, STORAGE, USE OR DISCLOSURE OF INFORMATION.

By using the Autobooks Services, you represent, warrant, and covenant that you have received from us or Service Provider, all necessary disclosures and policies regarding use of the Autobooks Services and. You understand and agree that you shall be required to comply with any and all disclaimers and policies regarding Autobooks Services, whether made available to you by us, Service Provider, or otherwise. We

will not be responsible for your usage, downloading, transmitting, or storage of any information provided through Autobooks Services including but not limited to downloading such information for use with any third-party software program.

10. Fees

Fees are subject to change. Currently, there is no fee: (i) to view balances of Linked Accounts using the Service; (ii) for internal account transfers between Linked Accounts; or (iii) for Bill Payment. To the extent that you incur other fees in connection with the Service, you agree to pay such fees and authorize us to deduct the amount thereof from your designated Billing Account as they are incurred or on monthly basis. Monthly fees will be charged regardless of whether the Service was used during the monthly billing cycle. Account fees and fees for services other than Digital Banking will continue to apply. Fees for Treasury services will be as set forth in the Treasury Terms. Fees for Autobooks Services are set by the Service Provider and are detailed in the Autobooks Terms of Use and End User License Agreement. **You are responsible for all fees assessed by your internet service provider, telephone carrier, or mobile device carrier.**

11. Signature Requirements

Whenever any funds transfer, Payment Instruction or other transaction is initiated through the Service with your Credentials, you agree that we may debit any of your Eligible Accounts without requiring your signature and without any further notice to you. Restrictive account conditions (such as dual signature requirements) that might otherwise apply do NOT apply to funds transfers, Payment Instructions or other transactions initiated through the Service.

Authorized Users who are assigned payment, transfer or other transactional capabilities through the Service will be considered to be authorized to make and approve the payments, transfers and other transactions they are permitted to initiate through the Service, even though not designated on the signature card(s) of any Payment Accounts. It is your obligation to inform Bank of any change in authority of any Authorized User. You may do so by calling us at (402) 504-4000 writing to us at Dundee Bank, 5015 Underwood Ave, Omaha, NE 68132.

12. Account Balances

Balances shown in your accounts may include deposits subject to verification or further adjustment by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments, transfers or charges. Transfers to accounts may not be immediately available until the transfer is completed. A transfer request must be made before the Business Day Cut-off time in order to start processing for that transfer on the same Business Day.

Account balances within the Service are updated periodically, and the Service will display the most current "as of" date on the account summary page. Updates may be delayed in certain situations. Our approvals for account transfers, payments and other transactions will be based your available balance(s) as shown in our records when we consider your request.

13. Canceling or Changing Transfers

Generally, you cannot cancel or change a transfer unless it still shows as "pending" in the Service. To cancel or change a pending transfer, use the following procedures: (a) log in and make edits to the

appropriate transaction; (b) edits made after 6:00 p.m. (CST) may not be processed until the next Business Day; (c) edits to pre-scheduled (future dated/automatic) transfers must be made before 6:00 p.m. (CST) on the Business Day prior to the scheduled transfer date; (d) edits may change the transfer amount to \$0.00; and (e) if you accidentally transfer funds, you should schedule another transfer to move funds back to the original account. Although you may contact us if you need to edit a pending transfer after the Business Day Cut-off, we will generally be unable process your edit or stop the transfer at that point.

Timeframes for submitting and making changes to transactions through Treasury services (such as ACH and wire transfers) are governed by the Treasury Terms.

14. Transaction Limitations

You must have sufficient funds in your account on the scheduled payment date for any transfer, Bill Payment or other transaction. If you do not, the transaction may not be processed and NSF and/or overdraft charges may be incurred.

15. Bill Payments

(A) Bill Payment Scheduling. Available Payment Dates will be designated within the Service when you schedule the Bill Payment (such dates will generally be three (3) to five (5) Business Days from the current date for Bill Payments via Draft Payment and one (1) business day from the current date for Bill Payments via electronic means). You should select a Payment Date that is no later than the actual Due Date reflected on your Payee statement. If the Due Date falls on a non-Business Day, you should select a Payment Date that is at least one (1) Business Day before the Due Date. Payment Dates should also be prior to the end of any grace period. Expedited Bill Payment may be available for some Payees in some situations; additional charges will apply.

(B) Payment Authorization and Payment Remittance. You must be a legal owner of any Payment Account registered for the Service. By providing the Service with names and account information of Payees, you authorize us to follow any Payment Instructions received through the Service for those Payees. You agree that our Service Provider may edit or alter payment data or data formats in accordance with Payee directives. You authorize our Bill Payment Service Provider to debit your Payment Account and to remit funds on your behalf to the Payee. You also authorize our Service Provider to credit your Payment Account for returned payments and for payments remitted to you on behalf of another Authorized User of the Service.

(C) Payment Methods. Our Bill Payment Service Provider may select the method in which to remit funds on your behalf to your Payee (including, but not limited to, electronic payments and Draft Payments).

(D) Stop Payment Requests. Scheduled Payments may not be cancelled or edited once processing for that payment has begun. In that situation, a stop payment request must be submitted. A stop payment request may only be submitted for Draft Payments (stop payments are not available for electronic payments other than preauthorized transfers as described above under “**Stop Payment Feature—Preauthorized Transfers**”). We must have a reasonable opportunity to act upon any stop payment request, which will depend on the payment method and whether the payment has cleared. If you request us to place a stop payment request on any Bill Payment that has already been processed, we

may, but are not obligated to, attempt to act on your request. Except as otherwise required by law, we will have no liability for failing to do so.

We may also require you to present your stop payment request in writing within fourteen (14) days from the date the request is made. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

If we complete a stop payment request on your behalf, Bill Payment privileges may be suspended pending recovery of funds by our Service Provider(s).

(E) Returned Payments. In using the Service, you understand that Payees and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. Our Service Provider will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

(F) Bill Payment Information Authorization. Requests for Bill Payment privileges may not be fulfilled if Bank and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service, you agree that Dundee Bank and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that Bank and its Service Providers reserve the right to obtain financial information regarding your account from a Payee or other financial institution (for example, to resolve payment posting problems).

(G) Prohibited Payments. Certain payments are prohibited through the Service. These include payments to Payees outside of the United States or its territories, payments to internet gambling sites and other payments that are added to this list in the future.

(H) Exception Payments. Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall Bank or its Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Payment Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted, or misdirected exception payments will be your sole responsibility.

(I) Payee Limitation. We reserve the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if we decide to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

(J) Failed Transactions. In using the Service, you are requesting us to make payments for you from your Payment Account. We are not responsible if we are unable to make these payments for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account).

16. Bill Delivery and Presentment.

Bill Delivery & Presentment is a feature that allows you to receive and view your bill from a participating Biller, and then pay the bill electronically through the Bill Pay Service. This feature is for the presentment of electronic bills only, and it is your sole responsibility to contact your Billers directly if you do not receive your bills. If you elect to activate Bill Delivery and Presentment, you also agree to the following:

(A) Information Provided to the Biller. We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with any electronic Biller. Any changes will need to be made by you directly with the Biller. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill. Our Service Provider may provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller.

(B) Activation. Upon activation of Bill Delivery and Presentment, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. During the time your electronic bill feature is being activated by the Biller, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

(C) Notification. Our Bill Payment Service Provider will use its best efforts to present all your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log on to the Service and check the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

(D) Cancellation of Electronic Bill Notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel Bill Delivery and Presentment at any time, for each Biller. The timeline for cancellation may vary from Biller to Biller and may take up to sixty (60) days. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to plan for an alternative form of bill delivery and payment. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(E) Non-Delivery of Electronic Bill(s). You agree that the Bank and its Service Providers are not responsible if the Biller fails to deliver your bill(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

(F) Accuracy and Dispute of Electronic Bill. Neither the Bank nor its Service Providers are responsible for the accuracy of your electronic bill(s). The Bank and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

17. Privacy

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations:

- Where it is necessary for completing transactions
- Where it is necessary for activating additional services
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please see our privacy notice <https://dundeebank.com/privacy-disclosures/> for additional information before completing the enrollment process for the Service

18. Digital Banking Security

The Service employs various security measures that are designed to protect your accounts and transactions. We reserve the right to verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Service.

Username and Passwords - One of the main security features protecting the Service is the unique combination of your Username and Password, which are together referred to as Credentials. During the enrollment process, you will be asked to select a unique Username and Password. **Do not use your account number or social security number as your Username.** Encryption and access controls are used to protect your Password within our database. If you need to reset your Password, you may use our automated Password reset feature or you may contact the Bank for assistance.

Your Credentials and any other related security codes or devices used to gain access to the Service should always be kept confidential, along with your account numbers and other account data. You should protect all such information at least as carefully as you would other highly sensitive personal data. Change your Password regularly. The Service may require you to do so periodically. It is recommended that you memorize your Credentials and not write them down.

- You should carefully select a Password that is difficult to guess.
- You should **not** use words based on your name, address or other personal information.
- You must use a combination of at least 8 characters, containing at least 1 upper case letter, 1 lowercase letter, 1 number, and 1 special character.
- Do **NOT** use dictionary words.
- Keep your Password safe.
- Memorize your Password and do **NOT** write it down.
- Change your Password regularly.
- Passwords should not be shared with anyone, even Authorized Users.
- The Help link within the Service will offer tips on choosing a secure Password that you can remember.

The Service may not allow you to reuse the same Password consecutively. Do not allow your internet browser or any other software programs to store or remember any Password or login information. Upon

three unsuccessful attempts to use your Password, your access to the Service will be suspended. To re-establish your authorization to use the Service you must contact us at (402) 504-4000.

Change your Password immediately if you suspect that your Password has been compromised. This can be done at any time from the "Manage Profile" after you log on to the Service.

NEITHER BANK NOR ITS SERVICE PROVIDERS WILL CONTACT YOU BY TELEPHONE, EMAIL OR TEXT MESSAGING REQUESTING PERSONAL INFORMATION SUCH AS YOUR USERNAME, PASSWORD, CREDIT CARD NUMBER, DEBIT CARD NUMBER OR CARD PIN. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS TYPE OF INFORMATION, DO NOT GIVE THEM ANY INFORMATION, HANG UP AND CONTACT OUR CUSTOMER CARE TEAM IMMEDIATELY.

Encryption - The Service uses the Secure Socket Layer (SSL) encryption technology. Your browser should automatically activate this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked".

Certificate Authority - The servers hosting the Service have been certified by a certificate authority to assure you that your computer is connected to the Service instead of someone pretending to be us. By clicking on the lock within the Service, you can view the certificate to ensure it is valid.

Cookies - During your use of the Service, our Service Provider(s) will pass an encrypted session cookie to your computer. The session cookie enables us to process multiple transactions during the session without prompting you to provide your Credentials for each individual transaction. You must accept this session cookie to use the Service. The session cookie is stored on your computer's hard drive, identifying your computer while you are logged on. The session cookie does not contain any personal information. When you log off, close your browser, or turn off your device, the session cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account. Our Service Provider also uses persistent or 'permanent' cookies to identify your computer as part of our enhanced security. The permanent cookies will remain on your computer's hard drive until you clear cookies with your browser. If you do not accept these cookies, you may not be able to use all the features of the Service.

Multi-Level Authentication – We use multi-level authentication (or enhanced security) to help prevent unauthorized access to your accounts. As part of our enhanced security solution, we may ask you to select challenge questions which may be used to help verify your identity in the event unusual login or transaction activity is detected. We may also send you a One Time Password (OTP) or provide you with a security token which can be used to help authenticate your login or transaction requests.

19. Your Security Obligations

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATION, OPERATION AND SECURITY OF YOUR COMPUTER AND COMMUNICATIONS SYSTEMS AND YOUR ACCESS TO THE INTERNET, INCLUDING, BUT NOT LIMITED TO, THE USE OF UP-TO-DATE ANTI-VIRUS, ANTI-SPYWARE AND ANTI-MALWARE PROTECTIONS .

NEITHER THE BANK NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, FRAUDULENT OR UNAUTHORIZED TRANSACTIONS, DELETIONS, FAILURES, DISCLOSURE OF PERSONAL OR BUSINESS ACCOUNT INFORMATION, OR DISCLOSURE OF NON-PUBLIC PRIVATE INFORMATION THAT MAY OCCUR AS A RESULT OF: (i) YOUR OR ANY THIRD PARTY'S ACCESS TO OR USE OF YOUR CREDENTIALS; (ii) ANY PASSWORD SHARING, (iii) ANY VIRUS, MALWARE, TROJAN, COMPUTER OR SOFTWARE MALFUNCTION; (iv) YOUR FAILURE TO COMPLY WITH THIS AGREEMENT, YOUR SECURITY OBLIGATIONS OR ANY OTHER ALERTS, INSTRUCTIONS, GUIDES OR USER MANUALS REGARDING THE SERVICE THAT WE MAKE AVAILABLE TO YOU FROM TIME TO TIME; (v) YOUR OR ANY THIRD PARTY'S ACCESS TO OR USE OF YOUR COMPUTER AND COMMUNICATIONS SYSTEMS, WHETHER AUTHORIZED OR UNAUTHORIZED; OR (vi) ANY OTHER ACT OR OMISSION OF YOU, YOUR PERSONNEL, OR YOUR SERVICE PROVIDERS.

Your security obligations include, but are not limited to:

- Authorized Users must log off after every session. While digital sessions will automatically end after a period of inactivity, logging off can help protect you in case you accidentally leave your computer unattended.
- You and your Authorized Users must refrain from using public computers (e.g., computers in a library or hotel business center) to access the Service. The security of public or shared computers cannot be assured.
- You must always keep your computer's operating system and browser fully patched for security issues. Only the most current, fully patched versions of operating systems and Internet browsers should be used for accessing the Service.
- You must always keep your anti-virus, anti-spyware and anti-malware software current and routinely scan your computer, servers, and electronic media using reliable detection and security products. Undetected or unrepaired viruses or malicious software (malware) may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Undetected or unrepaired viruses or malware may also affect the security of digital accounts and the privacy of personal information stored on your computer. If your computer is compromised, you could unintentionally transmit sensitive account information or personal data to a third party.
- You must always use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable.
- If you use a wireless Internet connection to access the Service, you must make sure that the wireless network is encrypted. Do not use public wireless network access (e.g., coffee shops, waiting rooms, common spaces).

Occasionally we may post important security notices on our website and/or send you or your Authorized Users security related notices or reminders. It is your responsibility to review and promptly act on all such notices and reminders.

20. Protecting Your Credentials

You agree to maintain a reasonable level of Access Security for your Credentials at all times. You shall not allow, and shall prohibit your Authorized Users from allowing, any third party to have access to your Credentials or any other means of accessing your account. You acknowledge and agree that you are

responsible for all transactions authorized or requested through the Service using your Credentials. This includes situations where your Credentials are obtained through unauthorized access to your computer.

If you believe that your Credentials or other means of access to your account (such as your mobile device) has been lost or stolen, or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling (402) 504-4000, during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR ANY OF YOUR AUTHORIZED USERS DISCLOSE YOUR CREDENTIALS TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR CREDENTIALS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM.

You agree that we may send notices and other communications, including Password change confirmations, to the current address shown in our records, whether that address includes a designation for delivery to the attention of any particular individual.

21. Our Liability for Failure to Complete Transactions

We will use commercially reasonable efforts to make all your transfers and Bill Payments properly. However, we shall incur no liability and any Bill Payment Service Guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account (if applicable);
- b. The Service and/or the payment processing center is not working properly, and you know or have been advised by the Bank and/or its Service Providers about the malfunction before you execute the transaction;
- c. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee;
- d. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
- e. If your computer, software, or telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer or Bill Payment;
- f. It can be shown that the Payee received the Bill Payment within the normal delivery timeframe and failed to process the payment through no fault of ours;
- g. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
- h. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
- i. Circumstances beyond control of the Service, our Service Providers, and the Bank (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Bank and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges. The Bank or our Service Providers are not liable for any amount other than the transaction amount and any specifically associated late payment charges.

22. Documentation and Verification of Payments and Transfers

Information regarding Digital Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your periodic account statement(s).

23. Provisions Applicable Only to Consumer and Sole Proprietor Deposit Accounts

(A) Errors and Questions. In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following

- Telephone us at (402) 504-4000, during customer service hours;
- Contact us by using the secure messaging feature within the Service; or
- Write to us at Dundee Bank, 5015 Underwood Ave, Omaha, NE, 68132.

If you think your statement is incorrect or if you need more information about an electronic transfer or Bill Payment transaction listed on the periodic statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- a. Tell us your name, relevant Eligible Account number(s), and Username;
- b. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- c. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and we will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

(B) Consumer Liability for Unauthorized Transfers. Tell us AT ONCE if you believe another person has improperly obtained or stolen your Username or Password. Also, notify us if someone has transferred, or you think someone may transfer, money from your account without your permission, or if you suspect any fraudulent activity on your account. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable).

If customers who are Consumers tell us within two (2) Business Days after you discover your Credentials or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Password, Username, or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your periodic account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

24. Provisions Applicable Only to Business Accounts

(A) Protecting Your Account(s). The Service will allow Business Customers to establish individual Usernames, Passwords, and privileges for each Authorized User. Transaction history is maintained for each Username. Additional fees may be assessed for each Username that is established, or for their use of Service features.

BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE FOR SELECTING AND INFORMING BANK OF THE AUTHORIZED USERS THAT SHOULD BE PERMITTED TO USE THE SERVICE AND THE SPECIFIC PRIVILEGES THEY SHOULD HAVE IN CONNECTION WITH THEIR USE.

Business Customers should using the Service for ACH origination or wire transfer services should evaluate and implement the dual control features within the Service. If you fail to implement dual control or other available controls or security protocols that we make available, you accept the sole risk of loss for occurrences that could have been prevented if those controls or protocols had been in place.

(C) Funds Transfers

For certain funds transfer services (such as ACH and wire transfers) Authorized Users of Business Customers may be permitted to edit, delete, or "un-approve" those transactions prior to the scheduled date for the transaction. Such privileges may be subject to restrictions on when they may be exercised (such as the restrictions set forth in the Treasury Terms).

If such transactions have been submitted to us for processing, you must contact us immediately if any you need to request changes after the designated Business Day Cut-off time for those transactions. In these situations, we may not have sufficient time to stop the transactions from processing and are not responsible if we are unable to do so.

(D) Business Customer Representations, Warranties and Responsibilities

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT IT AND ITS AUTHORIZED USERS HAVE ALL NECESSARY AUTHORITY TO LAWFULLY INITIATE TRANSACTIONS THROUGH THE SERVICE. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT REQUIRES AND MAINTAINS CURRENT AND UP-TO-DATE OPERATING SYSTEMS, ANTI-VIRUS, ANTI-SPYWARE AND ANTI-MALWARE SOFTWARE ON ALL COMPUTERS USED TO ACCESS THE SERVICE BY IT OR ON ITS BEHALF. BUSINESS CUSTOMER FURTHER REPRESENTS AND WARRANTS THAT ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER OR ANY OF ITS AUTHORIZED USERS, WILL BE TRUE, ACCURATE AND COMPLETE AND THAT SUCH INFORMATION IS PROVIDED FOR THE PURPOSE OF AUTHORIZING CUSTOMER'S TRANSACTIONS. BANK AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PURPORTED AUTHORIZED USER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE SERVICE OR ELIGIBLE ACCOUNTS BY ITS AUTHORIZED USERS OR AS A RESULT OF A COMPROMISED COMPUTER OR SOFTWARE DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES OR CUSTOMER'S OTHER OBLIGATIONS HERUNDER OR DUE TO A BREACH OF CUSTOMER'S ACCESS SECURITY. BUSINESS CUSTOMER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BANK AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH THE CREDENTIALS OF BUSINESS CUSTOMER OR ITS AUTHORIZED USER(S) REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN AUTHORIZED USER.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT THE BANK AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- ASSURE THAT ALL AUTHORIZED USERS KEEP CREDENTIALS SECURE AND STRICTLY CONFIDENTIAL
- IMMEDIATELY NOTIFY US AND SELECT NEW CREDENTIALS IF YOU OR YOUR AUTHORIZED USERS BELIEVE YOUR CREDENTIALS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON

WE MAY DISABLE CREDENTIALS OF AUTHORIZED USERS EVEN WITHOUT RECEIVING NOTICE FROM YOU, IF WE SUSPECT CREDENTIALS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF COMMERCIALY REASONABLE ACCESS SECURITY. REGARDLESS OF ANY INFORMATION, GUIDANCE OR ADVICE THAT BANK AND ITS SERVICE PROVIDERS MAY (BUT ARE NOT OBLIGATED) TO PROVIDE, THEY SHALL HAVE NO OBLIGATION, LIABILITY OR RESPONSIBILITY, EITHER DIRECTLY OR INDIRECTLY, FOR THE BUSINESS CUSTOMER'S ACCESS SECURITY, CUSTOMER'S DEVELOPMENT OR IMPLEMENTATION OF ACCESS SECURITY OR ITS SELECTION OF SECURITY SYSTEMS, PROCESSES, OR DEVICES USED IN CONNECTION WITH ITS ACCESS SECURITY. FURTHERMORE, UNDER NO CIRCUMSTANCES SHALL BANK OR ITS SERVICE PROVIDERS HAVE ANY RESPONSIBILITY FOR ANY BREACH OR COMPROMISE OF CUSTOMER'S ACCESS SECURITY.

EACH BUSINESS CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE SERVICE USING CUSTOMER'S CREDENTIALS.

(E) Commercially Reasonable Security Procedures

YOU ACKNOWLEDGE AND AGREE THAT: (i) YOU HAVE HAD A REASONABLE OPPORTUNITY TO INQUIRE ABOUT THE BANK'S SECURITY PROCEDURES FOR THE SERVICE; AND (ii) BANK'S SECURITY PROCEDURES ARE COMMERCIALY REASONABLE.

IN ADDITION TO MAINTAINING YOUR OWN ACCESS SECURITY, YOU AGREE TO BE BOUND BY AND TO COMPLY WITH NEW OR CHANGED SECURITY PROCEDURES AND ANY NEW OR CHANGED OR SECURITY-RELATED INSTRUCTIONS AND GUIDANCE, WHICH WE MAY UPDATE FROM TIME TO TIME. YOU AGREE TO REVIEW AND EVALUATE WHETHER YOUR ACCESS SECURITY AND OUR SECURITY PROCEDURES PROVIDE FOR ADEQUATE SECURITY PROTECTIONS IN YOUR UNIQUE CIRCUMSTANCES. YOU AGREE TO NOTIFY BANK IN WRITING IF YOU BELIEVE THAT THE SERVICE REQUIRES A GREATER LEVEL OF SECURITY OR CHANGES IN OUR SECURITY PROCEDURES. YOUR NOTICE SHOULD SET FORTH YOUR SPECIFIC SUGGESTIONS FOR CHANGES, IF ANY. IF YOU FAIL TO NOTIFY BANK, YOU ACKNOWLEDGE AND AGREE THAT ALL SECURITY PROCEDURES USED IN CONNECTION WITH THE SERVICE ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

(F) Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

- Telephone us at:(402) 504-4000, during customer service hours
- Write us at: Dundee Bank, 5015 Underwood Ave, Omaha, NE 68132

(G) Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized transactions as soon as possible upon learning of the discrepancy. If you fail to notify us within sixty (60) days after you have received notice of an unauthorized or erroneous transaction, the Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction. Bank and its Service Providers shall have no liability to you for any unauthorized transactions made using your Credentials unless you notify us in advance that the security of your Credentials have been compromised and we have a reasonable opportunity to act on your notification. If you fail to notify us of any error, discrepancy, or possible unauthorized transactions within one (1) year, you shall be precluded from asserting any such error, discrepancy or unauthorized transaction against us.

25. Amendments

We may unilaterally amend this Agreement (including but not limited to applicable fees) from time-to-time. In such event, we will notify you as required by law. Any use of the Service after we notify you will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the Service, the software, systems, applications and technology we and our Service Providers use to provide the Service, our policies and procedures related to the Service, and any information, materials or guides

we provide for use in connection with the Service. Some changes may render earlier versions of our materials out-of-date or obsolete and/or may require changes to your systems and procedures. We and you both reserve the right to terminate this Agreement if you are unable to accommodate our changes.

26. Address, E-mail, or Payment Account Changes

When you enroll in the Service, we may send you a 'Welcome' e-mail. We may also send you e-mails and/or secure messages through the Service regarding important Digital Banking and Bill Payment matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you. It is your sole responsibility to ensure that your contact and other information about you is kept continuously current and accurate. This includes, but is not limited to, your name, address, phone numbers, and e-mail addresses, as well as Eligible Account, Payment Account, and Billing Account information. Your updates can be made either within the Service (in the User Services menu) or by contacting us at Dundee Bank, 5015 Underwood Ave., Omaha, NE, 68132. We are not responsible for any processing delays, errors or fees incurred if you do not provide us with updated information.

27. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact us or send us a secure email through the Service. Any Bill Payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. Other Scheduled Payments, including automatic payments, will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may without advance notice terminate or suspend the Service to you at any time and for any reason or no reason (including but not limited to, for insufficient funds in one of your accounts or other circumstances that may create liability to us). Neither termination nor suspension shall affect your liability or obligations under this Agreement.

If any of your Eligible Accounts are closed or restricted for any reason, or if there has not been any Digital Banking or Bill Payment activity for a period of 6 consecutive months, your access to the Service may automatically terminate. You may request reinstatement by calling us.

Sections 19, 20, 24(D), 28, 27, 30, 31,32, 33, 35, 37, 38, 39 and 40 shall survive termination of this Agreement.

28. Warranty Disclaimer

THE SERVICE AND ALL RELATED DOCUMENTATION AND INFORMATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING, INTERCEPTION OR ACCESS BY OTHERS. BANK AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT

29. Limitation of Liability

WE ARE NOT RESPONSIBLE FOR ANY DAMAGES, LOSSES, COSTS, EXPENSES, ERRORS, FRAUDULENT TRANSACTIONS, DELETIONS, DISCLOSURES OF PERSONAL OR BUSINESS INFORMATION, OR OTHER FAILURES OR DELAYS THAT OCCUR AS A RESULT OF OR IN CONNECTION WITH: (i) ANY MALFUNCTION OF YOUR OR YOUR SERVICE PROVIDERS' COMPUTER OR COMMUNICATIONS SYSTEMS (INCLUDING BUT NOT LIMITED TO YOUR INTERNET AND MOBILE DEVICE SERVICE PROVIDERS); (ii) YOUR FAILURE TO MAINTAIN APPROPRIATE ACCESS SECURITY OR ANY BREACH OF YOUR ACCESS SECURITY; (iii) ANY COMPUTER VIRUS, SPYWARE OR MALWARE THAT AFFECTS YOUR, YOUR PERSONNEL'S OR YOUR SERVICE PROVIDERS' SYSTEMS; (iv) ANY THIRD-PARTY ACCESS OR ATTEMPTED ACCESS TO YOUR, YOUR PERSONNEL'S OR YOUR SERVICE PROVIDERS' SYSTEMS.

EXCEPT AS OTHERWISE REQUIRED BY LAW, WE WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT.

BANK AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OR RELATED TO: (i) DISHONESTY OF CUSTOMER, ITS PERSONNEL, OFFICERS, AGENTS, OR AUTHORIZED USERS; (ii) ANY RECEIVING FINANCIAL INSTITUTION'S, PAYEE'S OR TRANSFEREE'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER; (iii) ANY FORCE MAJEURE (SEE BELOW).

NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST THE BANK OR ITS SERVICE PROVIDERS UNDER THIS AGREEMENT. EXCEPT FOR BANK'S SERVICE PROVIDERS, THERE ARE NO THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

IF BANK AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT SET FORTH IN YOUR INSTRUCTION, OUR LIABILITY SHALL, TO THE FULLEST EXTENT ALLOWED BY LAW, BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE, OR YOU CANCELED THE INSTRUCTION. WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT SET FORTH IN YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER FIRST RECEIVING AN ADVANCE NOTICE FROM YOU THAT SUCH PAYMENT IS NOT AUTHORIZED AND WE HAVE HAD A REASONABLE TIME TO ACT ON SUCH NOTICE, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST. IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN THE DISTRICT NEAREST TO BANK FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

THE FOREGOING SHALL CONSTITUTE THE BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS' FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) WHICH IN ANY WAY ARISE OUT OF OR RELATE TO, THIS AGREEMENT, THE SERVICE, OR YOUR USE OF THE SERVICE.

30. Force Majeure.

We shall not be liable for any loss nor damage due to causes beyond our control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, malicious software, errors or lack of responsiveness of other organizations or entities, or other causes beyond our control. We cannot control and will have no liability for the loss, confidentiality or security of any data while in transit via the Internet, communication lines, the postal system, or any ACH or other third party network. Either party may terminate this Agreement immediately on written notice if we are prevented from performing our obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

31. Indemnification

You agree to indemnify, defend and hold Bank and its Service Providers harmless from and against any and all loss, liability, cost, expense and damage, including consequential, special and punitive damages, which directly or indirectly arise out of or relate to (i) the Bank's or its Service Provider's processing of any request received through the Service, (ii) any breach of the provisions of this Agreement by you, your Authorized Users or Service Providers (iii) any stop payment or request for stop payment; (iv) any dispute between you and any third party in arising out of or related to the Service; (v) any third party claim against us arising out of related to your or your Authorized User's access to or use of the Service; (vi) your or your Authorized User's or Service Provider's acts, omissions, negligence or violation of applicable law; or (vii) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing.

32. Notice. Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. Any notice, demand, request, or other communication permitted or required to be given by Customer to the Bank pursuant to this Agreement shall be deemed effective when we have received them and have had a reasonable time to act on them. All notices, demands, requests, and other communications permitted or required by this Agreement shall be in writing and shall be delivered to the Bank by either: (a) personal delivery; (b) overnight delivery service with delivery costs prepaid and receipt of delivery requested; (c) certified or registered mail with postage prepaid and return receipt requested; (d) secure email using our secure email system; (e) using the "Messages" feature available through the Service; (f) through autodialed or prerecorded calls or text messages with standard rates charged by your provider. We may give any notice, demand, request, or other communication required by this Agreement pursuant to the requirements of this Section or otherwise, including but not limited to notice given by placing such notice on the website, by secure email using our secure email system, and by using the "Messages" feature available through the Services. You understand and agree that by using the Service, it may be necessary or desirable for us to contact you regarding the Service from time to time, and you agree that such contact may be made through the website, the Service, telephone, mobile phone, SMS or text message, MMS or multimedia message, or other electronic means. With respect to contact through telephone, mobile phone, internet phone, text or SMS message, MMS or multimedia message, or other method requiring a ten-digit phone number, you agree that we may contact you using any phone

number you have provided to us. Such contact may be made through autodialed or prerecorded calls or text messages. Standard telephone minute and text charges may apply. In the event you no longer desire to receive such contact, you must notify us in writing immediately, and in such event, we may immediately terminate this Agreement and cease providing the Service without any further liability to you. All notices, demands, requests, and other communications permitted or required by this Agreement to be delivered to a party's physical address shall be delivered at the following addresses unless another address shall be designated by a party by notice pursuant to the provisions of this Section:

If to Bank: Dundee Bank
5015 Underwood Ave
Omaha, NE 68132

If to Customer: Any address provided by Customer with respect to a Linked Account

33. No Unlawful or Prohibited Use

As a condition of using the Service, you represent, warrant and covenant to us that: (i) you will comply with all laws, rules and regulations applicable to you, your Service Providers and your use of the Service; and (ii) you will not use the Service for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further represent, warrant and covenant to us that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other user's use and enjoyment of the Service. You expressly agree not to obtain, or attempt to obtain, access to the Service or any other materials or information available through the Service by any means that has not been intentionally made available to you and you agree not to disclose or use any such materials or information which is improperly obtained.

34. Assignment

You may not assign or delegate your rights or obligations under this Agreement to any other party; and any such assignment or delegation shall be void. We may assign or delegate our rights and obligations under this Agreement to independent contractors, our successors and other third parties.

35. No Waiver

The Bank and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

36. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

37. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to Digital Banking. The Terms and Conditions of Your Account that applies to your accounts remains in effect. In the event of conflict between this Agreement and The Terms and Conditions of Your Account this Agreement shall control as to Digital Banking issues. If there is a conflict between what the employees of the Bank and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

38. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily, and intentionally waive any right to trial by jury with respect to any litigation arising out of or related to this Agreement or the Service. This provision is a material inducement for the parties entering this Agreement. Consumer accounts who have not rejected arbitration are also covered under the Dispute Resolution by Binding Arbitration section of The Terms and Conditions of Your Account. If the consumer client did not reject arbitration under that section, the parties waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration.

39. Ownership of Material

Copyright of the pages and of the screens displaying the pages, and of the information and material therein and in their arrangement, is owned by the Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

40. Governing Law

This Agreement will be governed by and interpreted in accordance with federal laws and regulations, and to the extent there is no applicable federal law or regulation, by the laws of the State of Nebraska, provided however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflicts of law provisions. Any such dispute shall be resolved solely and exclusively in a court of competent jurisdiction in Douglas County Nebraska.

ELECTRONIC CONSENT

You and Your - As used below, "you" and "your" refer to the person or entity enrolling in the Service. "We", "us", and "our" refer to Dundee Bank.

You are consenting to enter into the Digital Banking and Bill Payment Agreement electronically. By consenting you are also consenting to receive electronic disclosures and communications that pertain to or arise from access to or use of Service. If you do not consent, you will not be able to proceed electronically. We recommend you print or otherwise retain a copy of the Digital Banking and Bill Payment Agreement.

You understand and agree that:

--Your consent applies to the Digital Banking and Bill Payment Agreement and the disclosures and communications we send you in connection with the Service and/or the Digital Banking and Bill Payment Agreement;

--You have the right to receive certain required communications and disclosures in paper or non-electronic form—by consenting you are agreeing to receive them electronically instead;

--If, in addition to an electronic copy, you want to receive a paper copy of the Digital Banking and Bill Payment Agreement, or a communication or disclosure in connection therewith, you can obtain one free of charge by calling or writing us at the number or address listed below;

--You can withdraw your consent at any time by calling or writing us at the number or address listed below; if you do so, your access to the Service may be terminated;

--You must provide us with the information we need to communicate with you electronically and update us as to any changes in such information by calling or writing us at the number or address listed below. We will need your name and account number;

--We may provide any communication or disclosure in paper form, rather than electronically;

--Except as otherwise provided in this or another agreement or by law, you cannot give us notices electronically, and all notices from you to us must be in paper form;

--The minimum hardware and software system requirements to receive and keep the electronic communications and disclosures are the same as those applicable to our digital banking and bill payment services (see Section 4 of the Digital Banking and Bill Payment Agreement); and

--This agreement and consent shall remain in effect until the Service is terminated, unless you withdraw your consent as referenced above.

Contact Information:

Dundee Bank
5015 Underwood Ave, Omaha NE 68132
402-504-4000
onlineaccounts@dundeebanking.com

Consent

By clicking on Accept Terms, you consent and agree to the terms and conditions in this Electronic Consent and the Digital Banking and Bill Payment Agreement, and you confirm that you can access, read and print (or save for future printing) such terms and conditions. The person clicking on Accept Terms also: (i) represents that he or she owns an Eligible Account to be enrolled in the Service or has been expressly authorized by the owner of such account to enroll in the Service; and (ii) if enrolling in the Service on behalf of a Business Customer, affirms that he or she is an authorized signer or owner of the eligible Business Customer account or has been given full authority to act on behalf of the Business Customer.