

Digital Banking Rules and Regulations

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY FLATWATER BANK FROM TIME-TO-TIME AND POSTED ON THIS SERVICE. AN ARBITRATION PROVISION, WAIVER OF CLASS ACTION REQUIREMENT, LIMITATIONS ON DIRECT AND INDIRECT DAMAGES, AND A WAIVER OF THE PARTIES TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON CLAIMS UNDER THE *TERMS OF SERVICE*. YOU ARE ALSO ACKNOWLEDGING RECEIPT OF OUR PRIVACY POLICY.

FLATWATER BANK

TERMS OF SERVICE FOR FLATWATER DIGITAL BANKING

Revision March 27, 2024

PLEASE READ THESE FLATWATER BANK TERMS OF SERVICE FOR DIGITAL BANKING (THIS "AGREEMENT") CAREFULLY. BY ACCEPTING THIS AGREEMENT OR ACCESSING FLATWATER BANK DIGITAL BANKING SERVICES, YOU ACKNOWLEDGE AND AGREE THAT THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO AND GOVERN YOUR USE OF THE DIGITAL BANKING SERVICES OFFERED BY FLATWATER BANK ("FLATWATER BANK", "BANK", "US", OR "WE"); THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE AGREEMENT; AND THAT THESE TERMS AND CONDITIONS CONSTITUTE A VALID AND BINDING LEGAL CONTRACT BETWEEN YOU AND THE BANK. IN THIS AGREEMENT, "YOU" AND "YOUR" REFER TO THE FLATWATER BANK ACCOUNT HOLDER AND/OR FLATWATER DIGITAL BANKING USER WHO HAS ENROLLED IN FLATWATER DIGITAL BANKING. IF YOU ARE ACCESSING FLATWATER DIGITAL BANKING IN YOUR CAPACITY AS AN AGENT OR AUTHORIZED REPRESENTATIVE OF ANOTHER PERSON OR ENTITY, THEN YOU ARE ENTERING INTO THIS AGREEMENT BOTH IN YOUR OWN INDIVIDUAL CAPACITY AND ON BEHALF OF

SUCH OTHER PERSON OR ENTITY, IN YOUR CAPACITY AS AN AGENT OR AUTHORIZED REPRESENTATIVE ON BEHALF OF SUCH PARTY.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, WAIVER OF CLASS ACTIONS REQUIREMENT, LIMITATIONS ON DIRECT AND INDIRECT DAMAGES, AND A WAIVER OF THE PARTIES TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON CLAIMS UNDER THIS AGREEMENT.

If you have questions about the terms and conditions, please contact us at (308) 537-7181 or email us at info@flatwater.bank.

1. INTRODUCTION

This Agreement between you (referred to as “you” or “Customer”) and Flatwater Bank (referred to as “Flatwater”, “Flatwater Bank”, “Bank”, “us” or “we”, and including any affiliate or direct or indirect subsidiary of Flatwater when any of them have established an Account or provide an Digital Banking Service) governs your use of an electronic service provided by or on behalf of the Bank that permits you to access certain financial services or Account information through the Internet by use of a personal computing device and/or mobile application (“Mobile App”), as applicable (referred to throughout the remainder of the Agreement collectively as “Flatwater Digital Banking”). You will be responsible for all third party costs, including those related to your wireless provider, that result from or arise out of your use of Flatwater Digital Banking. You agree that if you continue to use Flatwater Digital Banking after we notify you of any change either to the services or to this Agreement, you thereby accept such changes and agree to be bound by this Agreement, as amended.

You are responsible for providing your own access to the Internet through the Internet service provider of your choice. The terms and conditions of this Agreement are in addition to, and shall supplement, the terms, conditions, laws, rules, and regulations that apply to any of your existing Flatwater Bank Accounts or services of the Bank which you currently use.

2. DEFINITIONS

In addition to those terms that are defined in other sections of this Agreement, the following terms used in this Agreement shall have the following meanings:

“Account” – Any account at Flatwater Bank of which you are the owner (deposit accounts and debit cards), borrower or cardholder (for loans and lines of credit) (or, for business or commercial accounts only, an authorized signer or otherwise authorized to access Flatwater Digital Banking on behalf of the Account owner) and for which Flatwater offers Digital Banking Services. We may refer to any of these persons in this Agreement as an “owner.” For Transactions conducted using Flatwater Digital Banking, “Account” may mean an account of the type referred to by Flatwater Bank as a demand deposit, NOW, savings, money market account, CD, IRA, debit card, loan or line of credit, which may be offered by Flatwater Bank.

“Account Documentation” – The relevant deposit agreement, card agreement, loan agreement, or other terms and conditions governing your Account or card, together with any disclosures, fee schedules, and other information related to your Account, as each may be modified from time to time.

“Business Day” – Any calendar day other than Saturday, Sunday, or any banking holiday observed by Flatwater Bank, which will generally be any day other than a Saturday or a Sunday on which the Federal Reserve Bank of Kansas City is closed for business.

“Business Day Cut-Off Time” – The latest time on any Business Day at which Flatwater Bank will accept a Transaction through Flatwater Digital Banking for same-day ledger posting to the affected Flatwater Bank Account or Accounts.

“Digital Banking Services” – The services offered by Flatwater Bank through Flatwater Digital Banking, described in Section 3, below.

“Password” – A unique code which is to be known only to each Flatwater Digital Banking customer, to be selected by the customer. Each customer must use their unique Flatwater Digital Banking Password and ID to obtain Account information and perform Transactions through Flatwater Digital Banking.

“Rules” – Flatwater Bank’s rules and regulations for its accounts, including those rules about the use of Flatwater Digital Banking and those about Electronic Funds Transfer Services.

“Flatwater Bank Bill Payment” – Refers to the optional electronic bill payment service offered by Flatwater Bank through Flatwater Digital Banking. References to “Digital Banking Services” include, among other services, Flatwater Bank Bill Payment.

“Transaction” – A debit or credit to an Account, including, but not limited to, a withdrawal, deposit, transfer, payment, or purchase.

“Mobile Deposits”—A deposit made to an Account at Flatwater Bank using the mobile app.

3. ABOUT FLATWATER DIGITAL BANKING

Flatwater Digital Banking consists of a digital banking website and an application for a mobile device that provides you and other Flatwater Digital Banking users with various financial services provided by Flatwater Bank. The services offered through Flatwater Digital Banking, and the types of Accounts you may access and manage using Flatwater Digital Banking, may be updated, or changed by Flatwater Bank at any time, in its sole discretion. The specific Digital Banking Services offered with respect to any Account may vary. You may determine which of your Accounts are eligible Accounts, and the Digital Banking Services available for those Accounts, by accessing Flatwater Digital Banking. Depending on the Account, the Digital Banking Services may allow you to, among other things, review your current and historical Account information, transfer funds between your Accounts, make Person to Person (P2P) payments, initiate external transfers, make eligible credit card payments, initiate bill payments through Flatwater Bank Bill Payment, and/or make deposits through Mobile Deposit Services. The availability of each type of information or financial service to you is dependent upon the type or types of Flatwater Bank Accounts you maintain, the extent to which you have identified each of your Accounts on Flatwater Digital Banking, the extent to which Flatwater Bank offers a particular service with respect to an Account, and any applicable statutory or regulatory limitations. The use of Flatwater Digital Banking does not affect the applicable minimum balance requirements of Accounts, the monthly service charge fees, or the rates of interest payable on any Flatwater Bank Account.

Except for eStatements (described below), any Transaction histories, Account balances, payments, and other information we provide to you through the Digital Banking Services are provided as a courtesy and for your convenience only. Information and data concerning Transaction histories, Account balances, payments and other information may be posted after a delay or may not be final. In the event of a conflict, the information in your official periodic statement (including any eStatement) will be held as true.

4. SERVICE AVAILABILITY

Flatwater Digital Banking is intended to be available each day of the year. However, it is necessary to interrupt service from time to time to perform periodic system and account maintenance. The maintenance periods may vary by geographic region due to different time zones. During these periods, customers generally will be notified of the maintenance activities by an information screen that is displayed when attempting to access Flatwater Digital Banking. Unforeseen technical difficulties may also interrupt service. The Bank is not responsible for account or payment deficiencies or other issues due to Flatwater Digital Banking system outages or interruptions.

5. INTERNET SECURITY INFORMATION

From time to time, there may be security notices posted on Flatwater Bank's general website or the Flatwater Digital Banking website regarding security issues. It is your responsibility to read all applicable notices. One of the main security features guarding the use of Flatwater Digital Banking is the unique combination of your Flatwater Digital Banking Username and Password. It is important that you protect the security of your Flatwater Digital Banking Username and Password by keeping them secret. No one at Flatwater Bank has access to the Password associated with your Accounts. It is important that you **DO NOT SHARE YOUR PASSWORD, USERNAME, OR VERIFICATION CODE WITH ANYONE FOR ANY REASON**. No one at Flatwater Bank will know or need to know your Password, and Flatwater Bank employees will never ask for your Password. Flatwater Bank may, in its sole discretion, require additional or different security features and procedures from time to time. By entering into this Agreement and using Flatwater Digital Banking, you agree to protect the security of your Flatwater Digital Banking Username, Flatwater Digital Banking Password, and any other numbers, codes, marks,

signs, keys, or other means of identification of you as a Flatwater Digital Banking user which may be devised or established from time to time.

Flatwater Bank reserves the right to block your access to Flatwater Digital Banking to maintain or restore security to the Bank's account information and data processing systems if the Bank reasonably believes your means of identification as a Flatwater Digital Banking user (including, but not limited to, your Flatwater Digital Banking Password, Username, or other Flatwater Digital Banking access codes) have been or may be obtained or are being used or may be used by an unauthorized person or persons. Except as otherwise required by Regulation E or other applicable law, you are liable and responsible for all Transactions made through Flatwater Digital Banking using your means of identification, whether those Transactions are made by you or any person you authorize, permit or enable to have your means of identification (even if the person exceeds your authority), or by any person who obtains through you, by whatever means, your means of identification. If you have given someone your means of identification and wish to terminate their authority, or if you know or believe that your means of identification has been or is otherwise compromised, you must notify the Bank immediately so that the Bank can take the necessary steps to change the means of identification. You agree to defend, hold harmless, and indemnify the Bank from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to your Flatwater Bank Accounts via Flatwater Digital Banking or, subject to limitations described elsewhere in this Agreement or as provided in applicable law or system rules, any persons that obtain your means of identification (other than through the Bank's negligence), including any person who obtains through you, by whatever means, your means of identification.

6. REGISTRATION PROCESS

In order to obtain and use Flatwater Digital Banking, you must complete our initial registration process. The Flatwater Digital Banking registration process involves completing an application including information we will need to make Flatwater Digital Banking available to you. The Bank may verify the information you submit on the application for accuracy and authorization to access your Accounts. As part of this verification process, we may, and you authorize us to, verify your identity by obtaining information about your credit history from a consumer reporting agency. If we verify your identity in this way, Flatwater Bank and our service provider will obtain

and use your credit information only in accordance with the Fair Credit Reporting Act (“FCRA”) and other applicable laws. We reserve the right to deny you access to Flatwater Digital Banking if we cannot verify your identity or other necessary information. We may approve or decline your application for Flatwater Digital Banking based upon our review of your credit report, along with other information we deem relevant. If we deny your request to use Flatwater Digital Banking, you may obtain a free copy of the credit report that we used (if applicable) from the consumer reporting agency that issued the report.

In addition to the right to obtain a credit report, Flatwater Bank and our service providers reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or persons to whom you may transfer funds, are not using the Flatwater Digital Banking service in violation of law, including, but not limited to, laws, rules, and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (“OFAC”) of the United States Treasury Department.

7. LOG-ON SECURITY

As noted in Section 6 of this Agreement, security is important to Flatwater Digital Banking. Prior to activation of your Flatwater Digital Banking service, Flatwater Bank will verify your identity and authorization to obtain information and conduct Transactions on the Accounts you have requested us to include in your Flatwater Digital Banking service. You may receive a unique Flatwater Digital Banking USERNAME and Flatwater Digital Banking Password from us or establish a Flatwater Digital Banking ID and Flatwater Digital Banking Password during enrollment. After your initial sign-on to Flatwater Digital Banking, you may be prompted by Flatwater Digital Banking to change your Password. We may, at our option and in our sole discretion, require you to take additional steps to authenticate yourself, or use additional tools or devices, to access the Digital Banking Services.

To help prevent unauthorized access to Flatwater Digital Banking and ensure the security of your Accounts, we may end your Flatwater Digital Banking Digital session if we have detected no activity for a brief period of time (e.g., ten (10) minutes).

Because your Flatwater Digital Banking USERNAME and Flatwater Digital Banking Password and/or passcode, and any other security or access device or tool we provide, is used to access your Accounts, you should treat them as you would any other sensitive personal data. You should carefully select a Flatwater Digital Banking Password and passcode that is difficult to guess. Keep your Flatwater Digital Banking Password and passcode safe. You may change your password and passcode from the applicable menu function at any time as often as you like after you log on to Flatwater Digital Banking.

You are responsible for (i) maintaining the confidentiality and security of all devices you use to access Flatwater Digital Banking, your Flatwater Digital Banking USERNAME and Flatwater Digital Banking Password, any security question(s) and associated answer(s), Account number(s), and any other security or access information, used by you to access or use Flatwater Digital Banking (collectively, "Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Digital Banking Services. You will be responsible for all electronic communications, including image transmissions, text message, email and other data ("Communications") entered using the Access Information. Any Communications received using the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify Flatwater Bank if you become aware of any loss, theft or unauthorized use of any Access Information, including your mobile devices. Flatwater Bank reserves the right to deny you access to the Digital Banking Services (or any part thereof) if Flatwater Bank believes that any loss, theft or unauthorized use of Access Information has occurred.

8. ACCOUNTS

You may access one or more Account(s) of which you are either an owner or, for business or commercial Accounts only, an authorized signer or otherwise authorized to access Flatwater Digital Banking on behalf of the Account owner, through Flatwater Digital Banking. If you want services that allow you to initiate payments or transfers from the Account, you will need the required withdrawal authority over the Account to be able to complete the Transaction. By using Flatwater Digital Banking, you agree to keep one or more Accounts with us and to keep sufficient balances in your Account or Accounts to cover any Transactions and fees that are ultimately approved by or related to Flatwater Digital Banking. If an Account included in your

Flatwater Digital Banking access is jointly held or has multiple signers, you agree that any and all use of your Flatwater Digital Banking Username and Password to obtain information concerning the Account and initiate Transactions on the Account is authorized, unless we have been notified (and have had a reasonable opportunity to act upon such notification) to cancel your Flatwater Digital Banking service in writing or to remove the jointly held or multiple signer Account from the Flatwater Digital Banking service.

When you instruct Flatwater Bank to transfer funds between or among your Accounts through Flatwater Digital Banking, you authorize the Bank to withdraw the necessary funds from the Account you choose. As with any funds transfer request, whether or not you are utilizing Flatwater Digital Banking, you agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is or will be available in your designated Account at the time of the withdrawal. Flatwater Bank will not be compelled to act on any withdrawal instruction from you if sufficient funds, including any overdraft lines of credit previously established for you, are not available in the Account you designated.

If you use Flatwater Digital Banking to access an Account that requires more than one signature to authorize an Electronic Funds Transfer or to write a check or complete another Transaction, or your Account is subject to dollar or Transaction limits, the Bank will not monitor or restrict those aspects of those Accounts in relation to your use of Flatwater Digital Banking. When such a restricted Account is accessed, the authorized signers are jointly responsible for all Transactions that occur in the Account, whether performed by a single authorized party and whether the restrictions are violated or not. This provision shall supersede any contrary or conflicting provisions in your Account Documentation. You may remove a restricted Account from your Flatwater Digital Banking service.

9. DIGITAL STATEMENTS AND E-STATEMENTS

We may make periodic statements for certain accounts available to you from time to time, either through the Digital Banking Service and/or through a separate website we may keep for that purpose (eStatement Website). Digital and/or E-Statements may also include any notices or disclosures we provide to you either with periodic statements or separately. If you enroll in Digital Banking Services, we may enroll your Accounts in Digital statements. Digital Statements can be viewed by any owner enrolled in Digital Banking Services.

You will receive an email notification for each Digital Statement or eStatement as they become available to you. You will be able to access the Digital Statements from Flatwater Digital Banking and/or the eStatements from the eStatement Website. You will need to ensure that your computer hardware and software meets the requirements that have previously been disclosed to you to view, print, and/or save your Digital Statements or eStatements.

Your Digital Statements or e-statements will be available to you online for a minimum of 18 months. We may, at our choice, make historical statements prior to your enrollment available. You will continue to have the choice to request copies of historical statements, for which fees may apply; please refer to your Account Documentation for details. If you wish to receive a paper copy of a disclosure or other information presented to you electronically, you may contact us by phone at (308)537-7181. Fees may apply for a paper copy.

We will use our best efforts to deliver your Digital Statements or eStatements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your Digital Statements or eStatements because of the existence of any one or more of the following circumstances:

- a. Our website or Digital Banking Service is not working properly, and you know or have been informed by us of the malfunction; or
- b. Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction, or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

You must promptly access/review your Digital Statement or eStatement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your Digital Statement or eStatement, you are still fully responsible to review the statement for any errors, unauthorized Transactions, or any other irregularities. Any applicable time periods within which you must notify us of any errors on your Account statement(s) shall begin on the Digital Statement or eStatement notification date regardless of when you access and/or review your statements. If you do not immediately report to Flatwater Bank any non-receipt of Digital Statement or eStatements or any error, irregularity, discrepancies, claims or unauthorized debits or items, to the fullest extent permitted by

applicable law, you shall be deemed conclusively to have accepted all matters contained in the Digital Statement or eStatement to be true, accurate and correct in all respects.

At any time, you can change the delivery method by going into Digital Banking and using "Menu", "Connect with Us", "Messages", then "Choose a Form to Submit". Select "Paper Statements" from the form selection and fill out the form, the change to paper delivery will take place on the next statement cycle. Please refer to the Account Documentation for potential charges related to paper delivery.

You understand and agree that by requesting electronic delivery, you will NOT receive statements in paper form delivered by regular United States Postal Service mail unless you specifically discontinue the Digital Statement or eStatement service. You agree that electronic delivery will satisfy Flatwater Bank's requirement to provide you a periodic statement of your Account(s). Your consent shall remain valid until such time as you exercise your right to revoke this consent. Flatwater Bank retains the right to discontinue this service at any time. Your Online statement or eStatement service may be discontinued, at our option and in our sole discretion, if the email notice is returned undeliverable for any reason. Should your online statement or eStatement service be discontinued, Flatwater Bank will resume the paper delivery of your statement, notices and documents via the United States Postal Service.

10. CANCELLATION OF FLATWATER DIGITAL BANKING SERVICE

Your Flatwater Digital Banking service may be canceled in whole or in part by Flatwater Bank at any time without prior notice for any reason, including, but not limited to, insufficient funds in one or more of your Accounts or other circumstances that may create an unanticipated liability to the Bank. The Bank will use commercially reasonable measures to notify you in advance of such cancellation but is not obligated to do so. You understand and agree that such action is reasonable to protect Flatwater Bank from loss.

After such cancellation by the Bank for insufficient funds, the Bank may reinstate your Flatwater Digital Banking service once sufficient funds are available in your Accounts to cover any fees and other pending Transactions or debits. You may request reinstatement of Flatwater Digital Banking service after such cancellation by calling Flatwater Bank at (308) 537-7181. The Bank

reserves the right, in its sole discretion, to refuse to reinstate Flatwater Digital Banking service if canceled by the Bank.

You may cancel your Flatwater Digital Banking service at any time by notifying the Bank by mail at Flatwater Bank, Attention: Flatwater Bank Digital Banking Department, P.O. Box 81, Gothenburg, NE, 69138. In the event of cancellation of your Flatwater Digital Banking service by either you or the Bank, you will remain responsible for all Transactions approved by Flatwater Bank through Flatwater Digital Banking prior to the cancellation, together with any other fees associated with the Flatwater Digital Banking service.

11. BALANCE INQUIRIES, BILL PAYMENT AND FUNDS TRANSFER LIMITATIONS

You may use Flatwater Digital Banking to check the balance of your Accounts and to transfer funds among your Accounts. There are no limits to the number of transfers or bill payments which can be made from any demand deposit or NOW Account (collectively referred to as "Checking Account"). Flatwater Bank's Bill Payment service is currently available for use only with Flatwater Bank Checking Accounts.

The balances in your Accounts shown by Flatwater Digital Banking may include deposits still subject to verification by the Bank. The Account balances shown by Flatwater Digital Banking may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact the Bank's Digital Banking Department.

The Account balances shown by Flatwater Digital Banking are updated periodically. There may be situations that cause a delay in an update of your balances. Flatwater Digital Banking will use the most current balance available in the Bank's primary computer records at the time of a Transaction request in determining whether to approve the request.

A Transfer may not be completed if we believe it is not genuine, conflicts with another instruction or relates to funds or an Account over which there is a dispute or restriction on withdrawal or if we suspect the transfer in question results from a breach in the confidentiality of

a Security Procedure or relates to an Account or service that we suspect is being used for, or is the target of, fraudulent or illegal activity.

Special Information about Stop Payment Services. Generally, requests received via Flatwater Digital Banking will be processed within one (1) Business Day, using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact Flatwater Bank directly by telephone or in person.

Additional terms of acceptance or disclosures may apply on the Stop Payment service and these terms will be disclosed at the time you complete the request on Flatwater Digital Banking. The Stop Payment feature is designed to submit a request to stop payment on checks you have written. There may be additional fees associated with this service. The Stop Payment service is not available to cancel electronic payments. If you have a problem or need to cancel an electronic payment, you will need to contact the Bank at (308)537-7181.

12. EXTERNAL TRANSFERS

The Digital Banking Services available to you may include the ability to engage in external transfers ("ET Service"). You understand and agree that by entering into this Agreement, you consent to terms set forth herein with respect to the ET Service and if you do not agree to these terms specific to the ET Service, you should not use the ET Service. This ET Service allows you to transfer funds between your deposit Accounts and loans at Flatwater Bank and certain deposit accounts at other financial institutions. You will need to enroll each of your non-Flatwater Bank accounts that you wish to use for this ET Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this ET Service will be verified in accordance with Flatwater Bank's procedures. The verification process must be completed by you prior to using the ET Service. You will have a defined number of days, as defined in Flatwater Digital Banking, after enrolling in an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred from your Flatwater Bank Account will be debited from your Flatwater Bank Account the Business Day following the day you initiate the transfer, provided you have met the cutoff time for submitting external transfers. Funds requested to be transferred

to your Flatwater Bank Account will be credited to your Flatwater Bank Account within three (3) Business Days following the day you initiate the transfer, provided you have met the cutoff time for submitting external transfers. Funds requested to be transferred to your Flatwater Bank loan will be credited to your loan on the effective date of the transfer, which shall be no earlier than the Business Day following the day you initiate the transfer, provided you have met the cutoff time for submitting external transfers. In the case of a future dated or recurring transfer, these time limits will be the Business Day following the scheduled date of the transfer. The cutoff time for initiating transfers is 3:00pm Central Time. Funds requested to be transferred will be debited/credited to the non-Flatwater Bank account according to the receiving bank's availability and Transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by 3:00pm Central Time the day prior to the scheduled transfer date. If the transfer status is "In Process," "Pending," or "Processed," you cannot cancel the transfer.

Fees may apply. Transfers are subject to number and dollar limits, at Flatwater Bank's discretion, unless otherwise agreed upon by you and Flatwater Bank. Limits will apply to the total of all external transfers of a specific type for all Accounts enrolled in the ET Service. Flatwater Bank may change your dollar limits and transfer limits at any time.

13. FLATWATER BANK PERSON TO PERSON (P2P)

The Person to Person (P2P) function enables you: to initiate a payment transaction from your Account to another person who has a debit card. This can be done in one of 3 ways. You can send an email allowing the other person to enter their card information for payment, you can send a link via text message for them to use, or you can enter their information through the app yourself. Once entered you will not be able to access that information again. By using this function, you acknowledge and agree that those funds, once sent, cannot be recalled and the bank cannot be held liable for you entering information incorrectly. Dollar limits and transfer limits do apply.

14. FLATWATER BANK BILL PAYMENT SERVICE

Your daily limit for the total dollar amount of bill payments approved is governed by the daily available balance reflected in the Bank's records for the checking Account you elect to use for making the payments. You can withdraw up to the available balance shown for the Account, as long as this balance represents sufficient funds to cover the total payments you have requested. Electronic payments will normally be charged to your Account on the business date it is approved, payments going by check will not be removed from your account until the check is presented to the bank for payment.

If for any reason Flatwater Bank Bill Payment cannot make a scheduled bill payment due to insufficient funds in your checking Account, we may either refuse to honor the request or complete the Transaction and thereby overdraw the Account or transfer funds from an associated Account. In any event, you are responsible for any Insufficient Funds or incidental charges that we may impose per the applicable Account agreement.

Bill payments may be scheduled for any date in the future at any time but if you need it rushed there may be fees that apply. Bill payments will go only on business banking days. Because we must forward the funds and billing information to the payee, some lead time for payments is necessary. The minimum time frame you should allow between the initiation of each payment and the date on which the payment is due will generally be determined by the way in which the payment is to be sent to the payee. If we send a paper check through the U.S. Postal Service, we suggest that the payment should be initiated at least ten (10) Business Days prior to the Business Day on which the payee is to receive the payment for processing at its address. If we send an electronic payment, we believe sufficient lead-time for initiating the payment will be four (4) Business Days prior to the date on which the payee is to receive the payment.

Special Information Regarding Canceling or Changing a Payment. To cancel or change a scheduled payment, you can go in through Flatwater Digital Banking and cancel payment. Otherwise, the payment will be processed according to its instructions on its scheduled payment date. If the payment status is "In Process," "Pending," or "Processed," you cannot cancel the payment.

15. THE BANK'S LIABILITY FOR INCOMPLETE TRANSACTIONS

It is the Bank's responsibility to process and complete all payments and transfers properly initiated through Flatwater Digital Banking in accordance with this Agreement. We will be liable pursuant to applicable laws, rules, and regulations for damages, as provided in this Agreement, where Flatwater does not complete a Transaction to or from an Account in the correct amount or causes a payment delay or fails to process a payment to be received by a payee/vendor by the tenth (10th) Business Day following the date on which your Account was charged for the payment. Funds transfers will be processed within two (2) Business Days of your completion of the funds transfer Transaction in Flatwater Digital Banking.

NOTWITHSTANDING THE FOREGOING, Flatwater WILL NOT BE LIABLE IF A TRANSACTION IS NOT COMPLETED DUE TO ANY OF THE FOLLOWING:

- a. The available balance in your Account that is to fund the bill payment or funds transfer is insufficient at the time that Flatwater Digital Banking attempts to complete the Transaction.
- b. Funds in your Account are subject to legal process or other encumbrances restricting the bill payment or funds transfer.
- c. You had knowledge of or questions about the possible malfunction of Flatwater Digital Banking or the Bank's main computer system when you initiated the Transaction.
- d. The failure of Flatwater Digital Banking to complete the bill payment or funds transfer was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably designed and adapted to avoid any such error.
- e. Any information you provide is incorrect.
- f. We suspect fraudulent or illegal activity with respect to the requested Transaction or your Account.
- g. There are any delays by any other parties.
- h. Natural disasters (e.g., fire, flood, tornado, etc.) or other uncontrollable circumstances (e.g., mail delays, power failures, civil disobedience, etc.) prevent proper completion of the Transaction despite reasonable precautions we have taken.
- i. Other applicable laws, rules, and/or regulations exempt Flatwater from liability.
- j. It can be shown, regarding bill payment, that the merchant or Payee received the payment within Flatwater Digital Banking's normal delivery time frame and failed to process the payment through no fault of the Bank or its service providers.

- k. It can be shown that any delay may have been caused by a malfunction in communications facilities not under the Bank's control that may have affected the accuracy or timeliness of a bill payment or funds transfer.
- l. It can be shown that a delay may have been caused by a malfunction in your Internet service provider or browser software, or by a computer virus or related problem which may be attributable to your Internet service provider, your use of the Internet, or your use of any computer software or external storage device; or
- m. If a delay causes you no losses or damages which you could prove in a court of appropriate jurisdiction.

16. NOTICE OF YOUR RIGHTS AND LIABILITIES

Notify the Bank immediately if your Flatwater Digital Banking ID, Password, or other credentials have been compromised, lost, stolen, or used without your authorization. Failure to notify us immediately could result in your loss of all funds accessible through your Flatwater Digital Banking Password. Telephoning us at (308) 537-7181 is the best way of limiting your possible loss. You could lose all the money in your Accounts, plus the full amount of any pre-approved overdraft line of credit or overdraft privilege, if you have one. Please refer to the Rules and to the Account Documentation for valuable information about your rights and responsibilities regarding unauthorized transfers.

You may terminate any agreement authorizing funds transfers to or from your Account by written notice to either the person or company initiating the transfer and Flatwater Bank. Only funds transfers scheduled to occur after the Bank receives your notification are affected. Your written notice must be received by the Bank with enough time so that both the Bank and the other person or company have a reasonable opportunity to act on your request.

17. ELECTRONIC FUNDS TRANSFER PROVISIONS INCLUDING ERRORS AND QUESTIONS (CONSUMER CUSTOMERS)

(a) Applicability

The provisions in this Section apply only to electronic funds transfers (“EFTs”) that debit or credit a Consumer’s checking, savings or other Account and are subject to Regulation E (12 C.F.R. Part 205). ***This Section does not apply to business or commercial Accounts.***

When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

(b) Your Liability

Except for EFTs to or from brokerage accounts, your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- If you notify us within two (2) Business Days after learning of the loss or theft of your password, your liability will not exceed \$50 or the amount of unauthorized EFTs that occur before notice to us, whichever is less.
- If you notify us more than two (2) Business Days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500 or the sum of (i) \$50 and the amount of unauthorized EFTs that occur within the two (2) Business Days, whichever is less, and (ii) the amount of unauthorized EFTs that occur after the close of two (2) Business Days and before notice to us (provided that we establish that these EFTs would not have occurred had you notified us within the two (2) Business Day period).

To avoid liability for subsequent transfers, you must report unauthorized EFTs that appear on a periodic statement within sixty (60) days of our transmittal of the statement. If you do not, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the sixty (60) days and before notice to us, and that we establish would not have occurred had you notified us within the sixty (60)-day period. You may also be liable for the amounts described above.

If your delay in notifying us was due to extenuating circumstances, we may extend the times specified in the preceding paragraphs to a reasonable period.

(c) Errors/Unauthorized Electronic Funds Transfers/Questions

In cases of errors or questions concerning EFTs completed with Flatwater Digital Banking, do one of the following, as soon as possible:

Telephone the Bank at (308) 537-7181.

Write to the Bank at Flatwater Bank, Attention: Flatwater Bank Regulation E Dispute Department, P.O. Box 81, Gothenburg, NE 69138.

Initiate a payment inquiry through Flatwater Digital Banking.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error arose. Please include the following information:

- Your name
- Your Account Number and Flatwater Digital Banking ID
- Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information.
- The dollar amount of the error; and
- If the error or question relates to Flatwater Bank Bill Payment, include the following additional information:
 - The Account number of the Flatwater Bank checking Account used to pay the bill.
 - The payee's name.
 - The date the payment was sent.
 - The confirmation number for the payment received through Flatwater Digital Banking
 - The payment amount; and
 - Your Account number with the payee for the payment in question.

If you report a problem by phone, we may need you to submit your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will promptly correct any error and report the results of our investigation within three (3) Business Days after completing the investigation. If we need more time to conduct our investigation, we will notify you of our need for an extension

of up to forty-five (45) days. 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, so you can use the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) Business Days, we may not provisionally credit your Account.

For errors involving new Accounts, point-of-sale or foreign-initiated Transactions, our investigation may take up to ninety (90) calendar days. For new Accounts, we may take up to twenty (20) Business Days to provisionally credit your Account for the amount you think is in error. We will tell you about the results within three (3) Business Days after completing our investigation.

If we decide that no error occurred, we will send you an explanation within three (3) Business Days after the conclusion of our investigation. You can ask for copies of the documents that we used in the investigation.

(d) Changes to Debit Amounts

If you authorize a person to regularly debit your Account, and the amount varies from the previous amount debited, he/she must tell you, at least ten (10) days before each debit, when the debit will be made and how much it will be.

(e) Stop Payment Orders for Pre-authorized Electronic Funds Transfers

To place a stop payment order on preauthorized EFTs, call us at the number listed on the statement for your Account or at the number above, at least three (3) Business Days before the scheduled transfer date. We'll need:

- Your name and the Account number associated with the transfer
- The exact name of the payee
- The exact payment amount; and
- The scheduled transfer date

If you do not provide correct and complete information, we may not be able to stop payment of the preauthorized EFT. If we pay a preauthorized EFT despite a valid stop payment order, we may require you to provide us with an affidavit describing in detail the dispute.

PREAUTHORIZED PAYMENTS

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us at the number above, or write us at the address above, in time for us to receive your request three (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 be charged a fee for placing a stop payment. Please refer to the schedule of fees.

Notice of varying amounts. If these regular payments 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.)

Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (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.

(f) Acknowledgments and Agreements

You agree to indemnify and hold us harmless from and against any loss incurred by us if we do not pay a preauthorized EFT because:

- Any of the information relied upon in the stop payment order is incorrect or incomplete;
- or
- A valid stop payment order is in effect.

18. MOBILE DEPOSITS

The following provisions apply to your use of the mobile deposit services within Flatwater Digital Banking (“Mobile Deposit Services”). For consumer customers, the Mobile Deposit Services are provided to you at no charge.

To use the Mobile Deposit Services, you must have a supported mobile device (e.g., smartphone, tablet, etc.) with a supported camera and a supported operating system, and access to the Internet. You must also download our Mobile App to your mobile device. Flatwater Bank does not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Mobile Deposit Services.

We may, at our option, automatically enroll one or more of your Accounts for Mobile Deposit Services. We may also, at our option, suspend or terminate your enrollment in Mobile Deposit Services with respect to one or more Accounts, in our sole discretion. We will provide you with notice of any such notice or suspension as required by applicable law.

When using Mobile Deposit Services, you may experience technical or other difficulties. Flatwater Bank does not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Mobile Deposit Services have qualification requirements, and Flatwater Bank reserves the right to change the qualifications at any time without prior notice. Flatwater Bank reserves the right to change, suspend or discontinue the Mobile Deposit Services, in whole or in part, or your use of the Mobile Deposit Services, in whole or in part, immediately and at any time without prior notice to you. Flatwater Bank reserves the right to limit the number of mobile devices through which you may access the Mobile Deposit Services.

Except as expressly provided herein, deposits made through the Mobile Deposit Services are subject to all limitations and terms set forth in the Account Documentation, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229 (“Reg CC”).

You agree that the image of the check transmitted to Flatwater Bank shall be deemed an “item” within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use the Mobile Deposit Services to scan and deposit any of the following checks or other items: (i) checks or items payable to any person or entity other than you, or to you and another party; (ii) checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (iii) checks or items previously converted to a substitute check, as defined in Reg CC; (iv) checks or items drawn on a financial institution located outside the United States; (v) checks or items that are remotely created checks, as defined in Reg CC; (vi) checks or items not payable in United States currency; (vii) checks or items issued by a US federal agency; and/or (viii) money orders, savings bonds or traveler’s checks.

Nothing herein will be construed as requiring Flatwater Bank to accept any check or item for deposit, even if Flatwater Bank has accepted that type of check or item previously. Nor shall Flatwater Bank be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements herein.

The image of a check or item transmitted to Flatwater Bank using the Mobile Deposit Services must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we use or agreement we have with respect to processing checks or items. You agree that Flatwater Bank shall not be liable for any damages resulting from a check or item’s poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item. You enter the amount of the check or item as a deposit is made through the Mobile Deposit Services. If Flatwater Bank determines that the check or item is for a different amount, Flatwater Bank may adjust the deposit amount and notify you of the adjustment.

Before transmission to Flatwater Bank, you agree that you will restrictively endorse any check or item transmitted through the Mobile Deposit Services as provided in this Agreement. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Services as

Flatwater Bank may establish from time to time. You agree to supply any information in your possession that Flatwater Bank requests regarding a check or item deposited or attempted to be deposited through the Mobile Deposit Services.

Flatwater Bank reserves the right to reject any check or item transmitted through the Mobile Deposit Services, at its discretion, without liability to you. Flatwater Bank is not responsible for checks or items it does not receive in accordance with the terms set forth herein or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive confirmation from Flatwater Bank that we have received the image.

Flatwater Bank reserves the right to impose limits on the amount(s) and/or number of deposits (over a period of time we establish) that you transmit using the Mobile Deposit Services and to modify such limits from time to time. Limits we establish will apply to all checks and/or items deposited via Mobile Deposit Services and may be imposed generally or specifically with respect to your Accounts. If we set specific limits for your Accounts, we will give you notice of such limits as required by applicable law. In the event that you exceed any such limits, we may place a hold on one or more of your deposits – this may include any check or item you deposit using Mobile Deposit Services, including without limitation treasury checks, cashier's checks, official checks, and postal or other money orders.

You acknowledge that funds deposited remotely using Mobile Deposit Services ("Mobile Deposits") are not subject to the funds availability requirements of Reg CC. Mobile Deposits will generally be available the same Business Day. However, we may impose a hold on any Mobile deposited item we think may be at risk of being returned. Any funds held may not be available until the third Business Day after the day of your deposit. The Business Day Cutoff Time for Mobile Deposit Services is 3:00 p.m. CT. Mobile Deposits made after the Business Day Cutoff Time or on a day that is not a Business Day are considered made the next Business Day.

In addition to the holds previously described, in some other cases, we may delay the availability of Mobile Deposits for a longer period. For example, Mobile Deposits may be delayed for a longer period when we believe the Mobile Deposit will not be paid; you make a Mobile Deposit that has previously been returned unpaid; you have overdrawn your Account repeatedly in the last six months; or there is an emergency, such as a failure of computer or communications

equipment. In such cases, we will notify you, and we will tell you when the funds will be available.

Flatwater Bank reserves the right to change the Business Day Cutoff Times for items deposited via Mobile Deposit Services at any time as permitted by law. Regardless of whether Flatwater Bank establishes later cutoff times for items deposited via Mobile Deposit Services, you understand and agree that checks and items must be received and accepted by Flatwater Bank before the applicable Business Day Cutoff Time and must not be incomplete, illegible or erroneous to be eligible for same-day crediting. This means you may not be able to make withdrawals against deposits made through the Mobile Deposit Services until the deposit has been posted to your Account.

After a check or item has posted to your Account, you agree to prominently mark the check or item as "Electronically Presented." You agree never to re-present to Flatwater Bank or any other party a check or item that has been deposited through the Mobile Deposit Services unless Flatwater Bank notifies you that the check or item will not be accepted for deposit through the Mobile Deposit Services. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to Flatwater Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for Flatwater Bank's audit purposes. You agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Mobile Deposit Services and have cleared to ensure that such checks and items are not re-presented for payment and, prior to disposal or destruction, to safeguard such checks and items.

The manner in which the checks and items are cleared, presented (or re-presented) for payment, and collected shall be in Flatwater Bank's sole discretion as set forth herein.

You represent and warrant to Flatwater Bank that:

- a. You will only transmit eligible checks and items that you are entitled to endorse, and all checks and items will include all signatures required for their negotiation.
- b. Before transmission to Flatwater Bank, you agree that you will restrictively endorse the back of any check transmitted through the Mobile Deposit Services: "For Mobile Deposit at Flatwater Bank Only"

- c. You will transmit to us only eligible checks that are suitable for processing, including, but not limited to, checks that are legible and contain machine-readable MICR data.
- d. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- e. You will not deposit or re-present the original check or item with Flatwater Bank or any other party.
- f. You will prominently mark the check or item as “Electronically Presented” after a check or item has posted to your Account and after transmitting the eligible check to us, you will retain the original paper checks for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date (the “Retention Period”), and you will retain and store the original paper checks in a secure and locked container that is only accessible by persons needing access to such paper checks, and finally during the Retention Period and upon our request, you agree to provide us with the original paper checks; once the Retention Period has expired, you will securely and irretrievably destroy original paper checks from which you have previously created and submitted to us through use of the Mobile Deposit Services;
- g. You will not store or make a back-up copy of any check.
- h. All information you provide to Flatwater Bank is accurate and true, including that all images transmitted to Flatwater Bank accurately reflect the front and back of the check or item at the time it was imaged.
- i. You will comply with this Agreement and all applicable laws, rules, and regulations and any and all other procedures and instructions for use of the Mobile Deposit Services as Flatwater Bank may establish from time to time.
- j. You will supply any information in your possession that Flatwater Bank requests regarding a check or item deposited or attempted to be deposited through the Mobile Deposit Services.
- k. You will use the Mobile Deposit Services only for your own deposits and will not allow the use of the Mobile Deposit Services by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Mobile Deposit Services by or for the benefit of any third party; and

- I. By your utilization of the Mobile Deposit Services, you acknowledge that the third-party service provider of the Mobile App may have access to the nonpublic personal information transmitted by you through the Mobile App.

In addition to your other indemnification obligations as set forth herein, you agree to indemnify and hold harmless Flatwater Bank from any loss arising directly or indirectly from or related to any breach of this warranty provision or the terms relating to your use of the Mobile Deposit Services.

You understand that your use of the Mobile App and Mobile Deposit Services may be subject to your agreement to, and compliance with, certain third-party terms (e.g., Apple and/or Google) and that Flatwater Bank is not responsible for, nor shall it be liable to you with respect to any such third-party terms.

Flatwater Bank reserves the right to terminate, modify, add and remove features from the Mobile Deposit Services at any time in Flatwater Bank's sole discretion. You may reject changes by discontinuing use of the Mobile Deposit Services. Your continued use of the Mobile Deposit Services will constitute your acceptance of and agreement to such changes.

Maintenance to the Mobile Deposit Services may be performed from time-to-time resulting in interrupted service, delays or errors in the Mobile Deposit Services, and Flatwater Bank shall have no liability for any such interruptions, delays, or errors. Attempts to provide prior notice of scheduled maintenance may be made, but Flatwater Bank cannot guarantee that such notice will be provided.

You may cancel the Mobile Deposit Services at any time by calling (308)537-7181 and allowing Flatwater Bank a reasonable opportunity to act upon your request. If you cancel, Flatwater Bank will not refund any portion of any fee assessed for any checks and items previously deposited via Mobile Deposit Services. Flatwater Bank will have no obligation to honor any instruction, in whole or in part, that (i) Flatwater Bank reasonably believes is used for any illegal or improper purpose or activity; (ii) Flatwater Bank has reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to Flatwater Bank or the Mobile Deposit Services; (iv) is not in accordance with any other requirement stated in this Agreement or any of Flatwater Bank's policies, procedures or practices; or (v) for Flatwater Bank's protection or yours, Flatwater Bank has reasonable cause not to honor. Flatwater Bank reserves the right to

refuse to honor an instruction or suspend or terminate the Mobile Deposit Services, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) Flatwater Bank has any reason to believe that your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) Flatwater Bank believes the Mobile Deposit Services are not being used for the intended, bona fide and lawful purposes under this Agreement; (c) Flatwater Bank has reason to believe the Mobile Deposit Services are being used in an anti-competitive manner or contrary to Flatwater Bank's business interests; (d) your Account is closed, access to your Account is restricted for any reason, or if you do not use the Mobile Deposit Services for a period of time; or (e) following initial enrollment you do not use the Mobile Deposit Services. Termination will not affect your liability or obligations under this Agreement or any other agreements you have with Flatwater Bank for actions that Flatwater Bank has taken on your behalf.

You agree that Flatwater Bank retains all ownership and proprietary rights in Mobile Deposit Services, associated content, technology, and website(s). You agree not to copy, disassemble, decompile, or otherwise reverse engineer any part of the Mobile Deposit Services, including the Mobile App. You may use the Mobile Deposit Services only for your own benefit. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit Services. In the event that you attempt to use, copy, license, sublicense, sell or otherwise convey or to disclose the Mobile App or any other part of the Mobile Deposit Services, in any manner contrary to the terms of this Agreement, Flatwater Bank shall have, in addition to any other remedies available to us, the right to injunctive relief enjoining such actions.

FLATWATER BANK IS ONLY RESPONSIBLE FOR PERFORMING THE MOBILE DEPOSIT SERVICES AS EXPRESSLY STATED HEREIN. THERE IS NO GUARANTEE THAT ACCESS TO THE MOBILE DEPOSIT SERVICES WILL BE AVAILABLE AT ALL TIMES, AND FLATWATER BANK SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE MOBILE DEPOSIT SERVICES. THE MOBILE DEPOSIT SERVICES ARE PROVIDED "AS-IS" AND, EXCEPT AS PROHIBITED BY LAW, FLATWATER BANK AND ITS THIRD-PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE MOBILE DEPOSIT SERVICES, MOBILE APP, EQUIPMENT OR

SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS.

You agree that you will not use the Mobile Deposit Services in locations that are prohibited under U.S. laws, rules, and regulations, including laws and regulations issued by the Office of Foreign Assets Control.

19. MANAGE CARDS AND ALERTS

Your enrollment in Flatwater Digital Banking includes access to manage your cards associated with your Account ("Manage Cards") and to receive certain alerts ("Manage Alerts"). By receiving or otherwise using these services, you agree to the following terms.

(a) Manage Cards

Manage Cards is designed to allow you to temporarily disable your ATM or debit card in the event it is misplaced, lost, or stolen. When a card is disabled, Transactions using that card will be declined except as provided below. Card does not allow for the cancellation of authorized or pre-authorized card Transactions and is not intended as a method for stopping payment of such Transactions. All Transactions for which there is a prior authorization before the card is disabled will be paid and recurring Transactions may continue to post. In addition, disabling a card will not prevent credits or deposits from being processed.

Your responsibilities to monitor your periodic Account statements and to provide us with notice of unauthorized Transactions or lost or stolen cards are subject to the Account Disclosure are not affected by any elections you make using Card Management. If your card has been lost or stolen, you must notify us immediately; disabling your card is not notice to us of a lost or stolen card.

(b) Manage Alerts

Manage Alerts may include the delivery of informational alerts or fraud alerts. You have the option to enroll to receive certain informational alerts within Flatwater Digital Banking but may receive alerts related to suspected fraudulent activity independent of your enrolled alerts. You agree that we may send alerts to you via text message through your mobile service provider, phone call, e-mail, or any other delivery method available to us based on the information we have in our records for you. Additionally, by providing us with a mobile phone number and/or selecting text message alerts, you certify that you are the mobile phone number subscriber or have permission from the subscriber to use the mobile phone number for Manage Alerts. You agree that you will immediately notify us if the phone number is changed or deactivated. Further, you agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs, and expenses, including reasonable attorneys' fees, arising from your provision of a phone number, e-mail address, or other delivery method that is not your own and for your violation of applicable federal, state or local law, regulation, or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.

Manage Alerts are provided for your convenience and are not an official record for your Account. We do not guarantee continuous, uninterrupted, or secure alerts. You understand that there may be a disruption in service if you change your mobile service provider and that Manage Alerts may be delayed or impacted by your Internet service provider, phone carrier, carrier coverage, and other factors. You also understand and agree that these alerts may not be encrypted and may include personal or confidential information about you such as Account activity or the status of your Account. We are not liable for losses or damages arising from disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the alerts and messages sent.

There is no service fee for the Alerts Services; however, you are responsible for all costs incurred in relation to the Manage Alerts. Neither we nor Visa will be responsible for fees or costs you incur in receiving notifications through SMS messages to your mobile phone, the cost of obtaining a wireless carrier, an appropriate wireless data services plan, a compatible mobile device, and/or any SMS message fees charged by your mobile carrier. In addition, neither we nor Visa will be responsible for fees or costs you incur in receiving notifications through email, accessing a personal computer, Internet-enabled phone, or other device used to receive emails, and/or associated costs charged by your internet service provider. Message and data rates may

apply. Message frequency depends on the preferences and settings you select. To cancel Manage Alerts and discontinue all other SMS messages, text STOP to the number from which you received the Manage Alerts, at any time. For help or information on the Manage Alerts, text HELP to the number from which you received the Manage Alerts. For additional assistance with Manage Alerts, you may contact us at (308)537-7181.

20. LIMIT OF BANK AND OTHER PROVIDERS' RESPONSIBILITY

Flatwater Bank agrees to make reasonable efforts to ensure full performance of Flatwater Digital Banking. The Bank will be responsible for acting only on those instructions sent through Flatwater Digital Banking that are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timeliness of messages you send. Flatwater Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider or caused by any browser software. Any information you receive from Flatwater Bank can only be provided for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. Flatwater Bank is not responsible for any computer virus or related problems that may be attributable to Flatwater Digital Banking or to any services provided by any Internet services provider. The Bank may on a regular basis perform maintenance on Flatwater Digital Banking or other equipment and systems operated by the Bank or its service providers that may result in interruption of Flatwater Digital Banking service, and the Bank will not incur any liability to you as the result of any such interruptions.

21. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT THE FLATWATER DIGITAL BANKING SERVICE IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE BANK ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE FLATWATER DIGITAL BANKING SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE FLATWATER DIGITAL BANKING SERVICE IS DOWNLOADED OR OBTAINED

AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE FLATWATER BANK WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE FLATWATER DIGITAL BANKING SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH FLATWATER DIGITAL BANKING, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR WHETHER THE FLATWATER DIGITAL BANKING SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

WE ARE ONLY LIABLE FOR DAMAGES YOU INCUR THAT ARE SOLELY AND PROXIMATELY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND IN NO EVENT WILL OUR LIABILITY TO YOU EXCEED THE LESSER OF (i) YOUR ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY YOU TO US FOR THE PERIOD OF THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE FLATWATER DIGITAL BANKING SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE FLATWATER DIGITAL BANKING SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT

LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

Information about your Account(s) or the Transactions you initiate will be disclosed to third parties only if at least one of the following applies:

- a. It is necessary to complete a Transaction.
- b. To verify the existence and condition of your Account to a consumer reporting agency or merchant.
- c. To comply with a governmental agency, court order, or lawful subpoena, or to a person authorized by law to inspect or review our records in the course of such person's official duties.
- d. To any attorney or collection agent of the Bank.
- e. To an employee or outside auditor of the Bank solely for the purpose of an official audit or accounting, or to any other person for the purpose of servicing your Account relationship, including preparation of the periodic statement of account, but only to the extent necessary to accomplish such purposes.
- f. If permission is given by you, we may require it to be in writing.
- g. To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning FLA Digital Banking.
- h. It involves a claim by or against us concerning a deposit to or withdrawal from your Account; or
- i. Where otherwise required or permitted under state or federal laws, rules, and/or regulations.

23. ARBITRATION, WAIVER OF CLASS ACTIONS AND WAIVER OF JURY TRIAL

- a. The resolution of any dispute or claim between you and us (including ones arising out of or relating in any way to this Agreement or the Digital Banking Services) shall be governed by the arbitration provision in the deposit agreement governing your Account in effect when you or we commence arbitration or litigation of the claim. If the deposit agreement governing your Account has been terminated, the arbitration provision in your

final Account agreement shall apply, except that you also may choose to arbitrate under the terms of any newer deposit agreement applicable to current customers. If you validly opted out of the arbitration provision in your current deposit agreement governing your Account, this arbitration provision does not apply to you.

- b. You hereby irrevocably and unconditionally consent to the jurisdiction of the federal and state courts in Nebraska. To the extent a dispute or claim arising out of or related in any way to this Agreement, or the Digital Banking Services is not resolved through arbitration, you and we hereby agree that any action or proceeding involving any such dispute or claim must be brought in a state or federal court of competent jurisdiction located in Nebraska. You hereby waive any objection to laying venue in the aforementioned courts, as well as any objection that the aforementioned courts are an inconvenient forum or do not have jurisdiction over you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE DIGITAL BANKING SERVICES.

24. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any issue relating to an Account or service with Flatwater Bank which you access through Flatwater Digital Banking shall be governed by the laws specified in the agreement for that Account or service if there is a separate agreement for that Account or service.

25. RIGHTS

You acknowledge and agree that Flatwater Bank and/or our service provider owns all rights in and to the Flatwater Digital Banking service. You are permitted to use this service only as expressly authorized by this Agreement. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile Flatwater Bank and/or our service provider's Flatwater Digital Banking service or any of Flatwater Bank and/or our service provider's services or technology.

26. NO UNLAWFUL OR PROHIBITED USE

As a condition of using Flatwater Digital Banking, you warrant to us that you will not use Flatwater Digital Banking for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law, rule, or regulation. You further warrant and represent that you will not use Flatwater Digital Banking in any manner that could damage, disable, overburden, or impair this service or interfere with any other party's use and enjoyment of Flatwater Digital Banking. You may not obtain or use Flatwater Digital Banking to obtain any materials or information through any means not intentionally made available or provided for through this service. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

27. LINKS TO THIRD PARTY SITES

The Flatwater Bank website may contain links to other websites ("Linked Sites"). Such links are provided solely as a convenience to you. Flatwater Bank does not approve or otherwise endorse any content or information contained in any Linked Sites. You acknowledge and agree that Flatwater Bank, its affiliates and partners are not responsible for the contents of any Linked Sites, including the accuracy or availability of information provided by Linked Sites, and makes no representations or warranties regarding the Linked Sites or your use of them.

28. THIRD-PARTY SOFTWARE AND CONTENT

We may offer third-party software tools and products ("Third-Party Software") that you can install on your computer or access through the Digital Banking Service. You are responsible for obtaining a valid and separate license agreement with the provider of the Third-Party Software.

We may offer third-party information, commentary, and tools ("Third-Party Content"). Third-Party Content offered in or accessed through the Digital Banking Service is generally labeled as such, and may be available either in a frame, via a hyperlink, or simply posted to the Digital Banking Service. We don't own any interest in, edit, review, or endorse any Third-Party Content.

We reserve the right to cancel your access to any Third-Party Software at any time without notice. We may also suspend or terminate your access to Third Party Content at any time without notice and for any reason, including, but not limited to, your non-use of the Third-Party Content.

You agree that:

- a. Any Third-Party Software you download through your financial management software is provided to you "as is" and "as available."
- b. Any Third-Party Content you review or use is provided to you "as is."

You agree that we make no warranties and have no liability as to:

- a. The accuracy, completeness, availability or timeliness of the information, text, graphics, or other items provided, stored, evaluated or processed through the Third-Party Software or Third-Party Content.
- b. Any errors or omissions in the delivery or transmission of the Third-Party Software or Third-Party Content from us to you (and "you" includes delivery to your financial management software and/or your computer); and
- c. The Third-Party Software's or Third-Party Content's fitness for a particular purpose and non-infringement of any third-party rights.

You understand that some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

You agree that we won't be liable to you for:

- a. Your inability to access or use the Third-Party Software.
- b. The accuracy, timeliness, loss or corruption, or mis delivery of any Account information or any other information processed by the Third-Party Software.
- c. Unauthorized access to your Accounts or to your Account information and any misappropriation, or alteration, of your Account information or data as a result of your installation or use of the Third-Party Software.

- d. Removing your access to, or unenrolling you from, any Linked Site, Third-Party Software or Third-Party Content at our sole discretion.

You agree and understand that:

- a. You assume all risk that unauthorized third parties may access any Third-Party Software you download and install, or any information you enter into the Third-Party Software.
- b. If you use the Third-Party Software to transmit information, you and the Third-Party Software provider are responsible for the security and confidentiality of that information.
- c. Any Third-Party Software downloads are your own risk and you alone are responsible for any resulting damage to the computer or other electronic device, as well as for any loss or corruption of data that might occur as a result.
- d. You are solely responsible for acquiring and maintaining a computer or other electronic device that can handle and access the Third-Party Software, including any necessary equipment such as a modem, and that you're responsible for all costs associated with accessing the Third-Party Software.

29. ONEVIEW

You agree that by navigating beyond the OneView tab in our Digital Banking Service, entering your information and continuing beyond the "Agree and Continue" button, or by otherwise accessing or using the OneView, you agree to allow Jack Henry, its successors and assigns, and their third party services providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein "Aggregated Data" means User Data and information that has been stripped of all personally identifiable information. "User Data" for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic, or personal and/or given protected status under any federal or state law. You will be responsible for the completeness, authenticity and accuracy of all such information submitted to the services.

You acknowledge and agree that when the financial institution or its service providers access and retrieve information from third party sites, that they are acting as your agent, and not as the agent or on the behalf of the third-party sites.

Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre- defined categories or characteristics. For example, a targeting marketing activity may issue a display for a group of users, where each user is identified as having an open credit card account through a financial institution.

The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice, including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third-party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. We may cancel OneView or change these Terms and Conditions at any time in our discretion.

30. CREDIT SCORE

If you choose to access Credit Score, you will be required to provide personal information to register and complete enrollment. You agree to provide accurate information in your registration and not to share your Flatwater Bank online banking password with third parties. You agree not to impersonate another person or to select or use a username or password of another person. You agree to notify Flatwater Bank and Experian promptly of any unauthorized use of the Credit Score product or of any loss, theft, or disclosure of your password. Failure to comply with these requirements shall constitute a breach of these terms and conditions and shall constitute grounds for immediate termination of your right to access Credit Score.

By clicking the "Submit" button during enrollment, you are providing written instructions under the Fair Credit Reporting Act and other applicable laws, including similar state laws, for Experian, including the Experian Credit Bureau, or any other consumer reporting agency to release your credit report information to Flatwater Bank upon the Bank's request at any time as long as you are enrolled in the Credit Score service. Flatwater Bank will use this information to provide you with the Credit Score service, to market other products from time to time and to prefill and facilitate applications for products and services.

You will have access to credit score simulations, credit alerts and a debt analysis tool. These tools can be used to see how changes can impact your credit score, catch identity theft early if there are any changes done by someone else using your credit, and view your debt-to-income ratio.

You agree to receive these terms and conditions and all other communications regarding Credit Score in electronic format. You agree that by using Credit Score, all notices, alerts, or other communications which we may be required to give you arising from our obligations under Credit Score Manager may be sent to your email address. By enrolling in Credit Score, you are consenting to receive these communications.

You agree that by entering your information and continuing beyond the "Agree and Continue" button, or by otherwise accessing or using Credit Score, you permit Flatwater Bank to periodically obtain your credit report to market our products and services to you.

We may, from time to time, introduce new features to the Credit Score or modify or delete existing features at our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules and terms concerning these features. Cancellation You may terminate your service with Credit Score at any time by unenrolling in the product on Flatwater Bank's Digital Banking Service. You can do this by navigating to Credit Alerts and then scroll to the bottom of the page and click on the link "Unenroll Credit Score account. Your cancellation will be effective immediately. When you cancel, it does not affect the validity of any actions taken by us prior to your cancellation or while we are processing it. We may cancel Credit Score or change these Terms and Conditions at any time in our discretion.

You're Right To Receive A Free Credit Report From AnnualCreditReport.com

Credit Score provides you with your VantageScore Credit Score, related information and other credit report information. However, it's important to know that, by law, you also have the right to free credit reports from AnnualCreditReport.com or by calling 877-322-8228, which is the authorized source under federal law for free credit reports. By law, you may obtain one free credit report from each of the three national consumer reporting agencies (Experian Information Solutions, Inc., Equifax Inc., and TransUnion) during any twelve-month period. For more information, go to www.consumerfinance.gov/learnmore.

31. NOTICES AND COMMUNICATION

Except as expressly provided otherwise in this Agreement, we may provide notices, disclosures, agreements, periodic statements and other information regarding your Accounts and Digital Banking Services (collectively "Account-Related Information") electronically, through the mail or by other means. We'll send this information to the postal or electronic address ("Electronic Address") of the owner of the applicable Account or Digital Banking Service as reflected in our records, unless you specify a different postal or Electronic Address.

Electronic Addresses include email addresses, other Internet addresses, text messaging numbers or other electronic access addresses provided to us in accordance with this Agreement. Any Account-Related Information will be considered "sent" on the first Business Day following the date of the communication.

Account-Related Information held for pickup or posted on our website will be deemed to be delivered to/received by you when we make it available for pick-up, display it to you or send notice in accordance with this Agreement that it is posted on the Digital Banking Service. The person receiving the notice must provide copies of all Account-Related Information to all joint owners or other persons with access to the applicable Account or Digital Banking Service.

We can communicate all Account-Related Information to you through the U.S. Postal Service or overnight courier, at our sole option.

Unless applicable law states otherwise, when we need to provide you with information in writing, we can send it electronically, either:

- a. To your Electronic Address; or
- b. By posting the information to the Digital Banking Service with a notice to your Electronic Address that it is available.
- c. By posting the information to the Digital Banking Service; or
- d. To a Digital banking secure mailbox we establish for you, or other electronic means.

When you provide a phone number to us, you agree that you own or are authorized to provide the telephone number to us. You agree that we may use automatic dialing technology or artificial or prerecorded voice messages to call you or send text messages to you, even if the phone number is registered to a cell phone number or Voice over Internet Protocol service. You understand and agree we may place calls with informational, servicing, or collections messages about your Account. Our calls and text messages to your cell phone number could result in your communication service provider's charges to you.

You authorize us to send emails and text messages to others on your behalf, if needed to carry out your instructions regarding an Account or Digital Banking Service. You confirm and agree that you have obtained consent from the person who owns or is the current subscriber of the email address or phone number to receive the communication. These communications may identify you by name and may state that we're sending them on your behalf and according to your instructions.

If Account-Related Information documents are returned or electronic notifications are returned as undeliverable, we can stop sending Account-Related Information or electronic notifications to you until you provide a valid postal or valid email to us.

We may also:

- a. Destroy Account-Related Information sent to you and returned to us as undeliverable.
- b. Hold the Account-Related Information for your Account for you to pick up.
- c. Stop sending the Account-Related Information through the current delivery method and use an alternative delivery method. For example, if we're sending Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your Electronic Address instead.
- d. Suspend access to your Accounts or Digital Financial Services.

If we hold Account-Related Information for you to pick up and it remains unclaimed for 60 days, we may send the Account-Related Information to the address reflected in our records for your Account or destroy it.

You agree to notify us immediately if you no longer own or you are no longer authorized to use or share your address, Electronic Address, or phone number you previously provided to us.

Address changes may be initiated:

- a. At your request - you can instruct us to change the address or Electronic Address to which we send notices or Account-Related Information about your Account at any time.
- b. If we get an address change notice from the U.S. Postal Service.
- c. If another party in the business of providing correct address information notifies us that the address in our records no longer corresponds to your address.

We may act on instructions purportedly made on your behalf within a reasonable time after we receive them.

Unless you instruct us otherwise, we may change the U.S. Postal Service address or Electronic Address only for the Account(s) you specify, or for all or some of your other Account(s) with us.

Any notice you send us won't be effective until we receive it and have a reasonable opportunity to act on it. If your Account has multiple Owners, we may send Account-Related Information to any one of them.

You assume the risk of loss in the mail or other transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically, or otherwise made available to you.

You agree that:

- a. We may satisfy our obligation to provide you with an annual copy of our privacy notice by keeping it available for review on our website.
- b. We may call you and text you to service your Accounts, collect any amount you may owe or discuss our relationship, products, and services with you, as described in this Section.
- c. Information is deemed delivered to you if it is sent electronically as described in this Section.

32. AMENDMENTS

The Bank may amend this Agreement at any time by adding, deleting, or modifying terms. If such an amendment changes any term(s) or condition(s) of this Agreement in a manner which would result in a greater cost or liability to you or decrease or limit access to your Account(s), the Bank will notify you in advance. If you have not withdrawn your consent, you agree that we may send electronic change of terms notices to you in accordance with the Notice and Communications provisions of this Agreement. If we mail a paper copy to you, we will use your current address shown on the Bank's records. If you do not agree with the change(s), you must notify us in writing prior to the effective date of the amendment that you wish to cancel your Flatwater Digital Banking service. You understand that by using Flatwater Digital Banking after you have been notified of such an amendment, and it becomes effective, you will have agreed to the amendment and are bound by its terms. Amendments or changes to this Agreement may be made by the Bank without prior notice to you if such amendments or changes do not result in higher fees, restriction in service, or increased liability to you.

33. ASSIGNMENT

Flatwater Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party. This Agreement is personal to you and you may not transfer or assign any of your rights or duties under this Agreement at any time.

34. MISCELLANEOUS

You represent and warrant that you are who you claim to be; that you are the rightful owner of all Accounts for the purposes of the Flatwater Digital Banking service or that you are authorized to enter into this Agreement on behalf of such rightful owner; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Agreement, the limitations on our liability and our rights to indemnification under this Agreement are continuing and shall survive the termination of this Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Flatwater Bank's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Flatwater Bank's right to subsequently enforce such provision or any other provisions of this Agreement.

This Agreement may be amended, or any of Flatwater Bank's rights waived, only if Flatwater Bank agrees in writing to such changes, or you continue using the Flatwater Digital Banking service following receipt of notice of any changes proposed by Flatwater Bank. All notices to you will be made in accordance with the Notice and Communications provisions of this Agreement. All notices to Flatwater Bank must be made in writing and sent to Flatwater Bank, Attention: Flatwater Bank Digital Banking Department, P.O. Box 81, Gothenburg, NE 69138, via registered or certified mail.

You agree that Flatwater Bank's third-party service providers, may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such third-party service providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

35. ENTIRE AGREEMENT

The most current version of this Agreement as it appears on Flatwater Digital Banking, including any amendments that we may make from time to time, is the entire agreement between you and Flatwater Bank regarding your use of Flatwater Digital Banking, and it supersedes and replaces any prior discussions, understandings, and agreements, whether written or oral, between you and the Bank regarding Flatwater Digital Banking, and supersedes any marketing or similar material pertaining to Flatwater Digital Banking delivered to you in writing, verbally or obtained at any Bank Internet site or the site of any Internet Service Provider. This Agreement supplements any other agreements or disclosures related to your Account(s), including, but not limited to, items included in your account documentation. In the event of a conflict between this Agreement and any other agreement between you and the Bank concerning your Account(s), or any statements made to you by employees or agents of the Bank concerning your Account(s), this Agreement shall supersede and control. If any provision or part thereof in this Agreement is held to be invalid, illegal, void or unenforceable, then this Agreement shall be deemed automatically modified to the extent necessary to (1) make such provision or part thereof valid, legal, and enforceable and (2) as closely as possible maintain and accomplish the original intent of the provision or part thereof in question; and the remaining provisions, or other parts or applications of such provision, in this Agreement shall not be affected and shall remain in full force and effect.

36. NO SIGNATURE REQUIREMENTS

When any payment or other on-line service generates items to be charged to your Account, you agree that the Bank may debit the designated Account, or the Account on which the item is drawn, without requiring your signature on the item and without any notice to you.