

# **Online Banking & Mobile Deposit User Agreement**

This Agreement describes your rights and obligations as a user of the Online (Internet) Banking & Mobile Deposit Services at Cedar Security Bank (Cedar Security). It also describes the rights and obligations of Cedar Security Bank. Please read this Agreement carefully. By requesting and using these Services, you agree to comply with the terms and conditions of this Agreement.

## **Definitions**

The following definitions apply to this Agreement:

- "Online Banking" is the Internet-based banking service providing access to your Cedar Security Bank account(s).
- "Internet Banking Accounts" means any Cedar Security Bank account(s) from which You will be conducting transactions using our Service.
- Bill Pay is the ability to make individual or recurring payments from your Cedar Security Bank account(s).
- P2P (Person-to-Person) is the ability to send funds from your Cedar Security Bank account(s) to a recipient via outside email
- Mobile Deposit is the ability to deposit original checks by digital image to your accounts from home or other remote locations
- "Password" is the system-generated code sent to You by Cedar Security Bank for use during the initial sign-on, or the codes You select after the initial sign-on, that establishes Your connection to the Service.
- "Time of day" references are to Central Standard Time or Central Daylight Time, as applicable.
- "We," "Us", "The Bank", or "Cedar Security Bank" refer to which offers the Service and which offers the accounts accessed by the Service.
- "You" and "Your" refers to any person(s) or business that signed the agreement requesting the Internet Banking Service.

## **Contact Information**

Contact us at:

**Cedar Security Bank  
P.O. Box 177  
Fordyce, NE 68736**

**Cedar Security Bank  
P.O. Box 164  
Wynot, NE 68792**

**Cedar Security Bank  
P.O. Box 365  
Hartington, NE 68739**

**Phone (402)357-3508**

**Phone(402)357-2324**

**Phone(402)254-3983**

**Bank Hours: Monday through Friday  
Saturday**

**8:00 a.m. – 4:00 p.m. (except holidays)  
8:00 a.m. – 11:00 a.m. (except holidays)**

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## Access to Services

Cedar Security Bank offers Internet Banking and Mobile Deposit Services. Online instructions are provided for Mobile Deposits. You must have an active Cedar Security Bank online banking account to apply for Mobile Deposit. You will gain access to Your Internet Banking Accounts through the use of Your Internet-enabled device, Your Internet Service Provider, Your Password and Your Personal Identification number. Cedar Security Bank offers Multifactor Authentication (MFA).

## Use of Your Security Password

You agree not to allow anyone to gain access to the Services or to let anyone know Your Password used with the Services. Should there be a breach in the use of your security password, you agree to assume responsibility for all transactions up to the limits allowed by applicable law. Cedar Security Bank cannot guarantee and is not liable for breaches in Internet security.

## If Your Password has been Lost or Stolen

If Your Password has been lost or stolen, promptly (within 2 days) contact us at any one of our offices listed under the "Contact Information" paragraph. Telephoning Cedar Security Bank is the best way of minimizing Your losses.

## Online "Internet" Banking

In addition to viewing account information, You may use Online Banking to conduct the following transactions:

- View current balance information on checking, savings, CDs and loans
- View transactions by check number, amount or date
- View/Download online account statements in Adobe Acrobat format (PDF) for:
  - Previous statements
  - Current statement
- Account data can be exported to popular financial management applications such as Quicken™ and Microsoft Money™ or comma separated (.csv) files
- View maturity dates
- View front and back of check images and deposit slips
- Obtain interest information for both current and previous years
- View/Search activity on accounts, CDs and loans
- Transfer funds between accounts on a one-time or recurring basis, including a payment to a linked loan or mortgage
- Make payments from checking to third parties by Bill Pay and Person-To-Person
- Change login user ID, security questions and password
- Change e-mail address, address and phone
- Send online secure e-mail messages to Cedar Security Bank

## Internet Transfers

The titles and signers of both preauthorized accounts involved in a transfer must be the same. However, the Bank may, at its discretion, accept an authorization involving an individual account and a joint account where the signer on the individual account is also a signer on the joint account.

## Our Liability for Failure to Make a Transfer

We will not be liable in the following instances:

1. If through no fault of Cedar Security Bank, You do not have enough money in Your Account to make the transfer.
2. If circumstances beyond Cedar Security Bank control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
3. If there is a hold on Your Internet Banking Account, or if access to Your Internet Banking Account is blocked, in accordance with banking policy.
4. If Your funds are subject to legal process or other encumbrance restricting the transfer.
5. If Your transfer authorization terminates by operation of law.
6. If You believe someone has accessed Your accounts without Your permission and You fail to notify Cedar Security Bank immediately as set forth in this agreement.
7. If You have not properly followed the scheduling instructions on how to make a transfer as included in this agreement.
8. If We have received incomplete or inaccurate information from You or a third party involving the account or transfer.
9. If We have a reasonable basis for believing that unauthorized use of Your Password or Internet Banking Account has occurred or may be occurring; if You default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us; or if We or You terminate the Service.
10. If you incorrectly identify by name and e-mail address or mobile number a recipient of a P2P transfer. We may rely upon the email address or mobile number to make payment even if it identifies a financial institution, person or account other than the party named as the intended recipient.

You agree that in no event shall We be liable for damages in excess of Your actual loss due to our failure to complete a transfer, and We will not be liable for any incidental or consequential damages.

If any of the circumstances listed in subparagraph two (2) or eight (8) above shall occur, we shall assist You with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

## Electronic Transactions

Your liability with regard to unauthorized electronic transactions: Under Reg. E, Electronic Funds Transfer Act, consumers receive certain protections against unauthorized electronic transfers from their bank accounts. However, the Electronic Funds Transfer Act DOES NOT apply to business customers.

The Uniform Commercial Code Article 4A, governs electronic funds transfers between a bank and its business customers. In general, UCC Article 4A allocates the liability to the business customer when the bank has adopted commercially reasonable security procedures, the business agrees to the use of the procedures and the Bank acting in good faith, uses the procedures to verify the electronic transfers.

By using these online transfer services, you certify that you will utilize security best practices and continue to adjust your practices as new electronic threats arise. You also understand your risk and liability for unauthorized transfers.

In addition, we highly recommend the following best practices to reduce the likelihood of loss due to fraud:

- Establish email alerts or text alerts to stay informed of withdrawals and account balance changes.
- Whenever possible, conduct banking transactions on a stand-alone PC where other Internet browsing and email correspondence is not conducted. This limits the opportunity for malware and viruses to infect the PC you are using for financial transactions.
- Never provide your Internet Banking password or other confidential banking information to anyone.
- Be very careful when clicking on links or attachments in emails. They may contain viruses and malware.
- Do not share your account number, Social Security Number or other confidential information via email unless you encrypt or secure the email before transmission.
- Do not conduct banking transactions while using a public Wi-Fi. These typically do not provide a secure connection.
- Utilize and regularly update anti-virus and anti-malware security software on your computer. Apply patches and updates in a timely manner to ensure you are on the latest version.
- Please contact Customer Support at 402-357-3508 to cancel these services if you no longer wish to utilize them.

## Disclosure of Information to Third Parties

We will disclose information to third parties about Your Internet Banking Account or the transfers You make:

1. Where it is necessary for completing transfers; or

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2. In order to verify the existence and condition of Your Internet Banking Account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government or court orders.

## If Your Statement Shows Transfers That You Did Not Make

If Your statement shows transfers that You did not make through the Internet Banking system, please notify us immediately at any one of our offices listed under the "Contact Information" paragraph. If You do not notify Cedar Security Bank within 60 days after the statement was mailed to You, You may not recover any money lost after 60 days which would not have been lost if Cedar Security Bank had been notified in time.

## Errors and Questions

In case of errors or questions regarding Cedar Security Bank Online (Internet) Banking, contact an Online (Internet) Banking Representative at any one of our offices listed in the "Contact Information" paragraph. We must hear from You at the specified telephone number no later than 60 days after we sent You the FIRST statement on which the problem or error appeared.

We will need:

1. Your name and account number (if any).
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
3. The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, We will notify You with the results of the investigation within ten (10) business days and will correct any error promptly. If more time is needed, however, we will notify You in writing and may take up to 45 days to investigate a complaint or question. If this occurs, we will credit Your account within ten (10) business days for the amount You think is in error. This will allow You to use the money during the time it takes us to complete our investigation. If we determine that no error occurred, we will send You a written explanation after the investigation is complete. You may request copies of the documents that were used in the investigation. You agree that Cedar Security Bank may respond to You by electronic mail with regard to any claim of unauthorized electronic fund transfer related to the service. Any such electronic mail sent to You by Cedar Security Bank shall be considered received within three (3) business days of the date sent by Cedar Security Bank, regardless of whether or not You access the Service within that time frame.

## Business Online Banking

Businesses may register and use our online banking products. To register for Online Business Banking you must complete the Online Business Banking User Agreement. Please contact Cedar Security Bank at 302-357-3508 for more information if you would like to enroll in this Service.

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## Online (Internet) Banking Bill Payment Services

If you enroll for Bill Payment, you can pay your current, future, and recurring bills from any of your permitted Cedar Security transactional checking accounts. You agree to maintain a sufficient balance at all times to pay all debits, fees and charges presented for payment through Bill Payment. Accounts not eligible for Bill Payment include: two signature required accounts; money market accounts; super now and savings accounts. You can pay any company or individual within the United States, but you cannot pay any federal government agency.

Upon receipt of your payment instructions, payments will be remitted on your behalf from the funds in your checking account to the Payee you have established. Bill Payment items will be treated like any other check that you write. Should the item be returned, you will be assessed the applicable NSF Return Item Fee or O/D Paid Item Fee.

Bill Payment paper check transactions are processed three times daily. The first cut-off is 10:00 a.m. CST, the second cut-off is 1:00 p.m. CST, and the third cutoff is 3:00 p.m. CST. Bill payment electronic (ACH) transactions are processed twice daily; 12:30 p.m. CST and 5:00 p.m. CST. You have the right to stop or change any scheduled payment provided you cancel the payment before the respective cut-off time. Payments may be cancelled by using the edit function to delete the instructions to pay, or stopped by contacting Customer Service at 402-357-3508. Customer Service hours are Monday through Friday 8:00 a.m. to 4:00 p.m. CST.

### Limits

Upon approval of your Online Banking agreement by us and your enrollment in Bill Pay, you agree not to exceed the following limitations on dollar amounts of payments that are set by Cedar Security Bank:

ACH: \$2,500

Paper Check: \$10,000

Cedar Security Bank reserves the right to modify the payment limits at any time.

### Scheduling

Any payments made with Bill Payment require sufficient time for your Payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. When you schedule payments, you must schedule the payment at least **3 (three) business days** for electronic payments and **7 (seven) business days** for check payments prior to the date your payment is due.

## Bill Payment Cancellation/Termination

If, for any reason, you should ever wish to cancel Bill Payment, you can cancel all future or scheduled bill payments at the same time that you cancel your service by deleting all Payees from your Personal Payment Schedule in Bill Payment. This will ensure that future payments will not be processed. You may terminate this agreement by contacting Customer Support at 402-357-3508. Cedar Security Bank is not responsible for any bill payment made before we have a reasonable opportunity to act on your termination notice, which will not exceed 30 calendar days. You remain obligated for any payments made by the Bill Payment service on your behalf.

Cedar Security has the right to terminate this agreement at any time. We may cancel your Bill Payment service at any time without prior notice due to insufficient funds in any of your accounts.

## Bill Payment - Notice of Risk and Liability

You are solely responsible for controlling the safekeeping of, and access to, your Online (Internet Banking) login credentials. If you want to terminate another person's authority to use the Bill Pay service, you must notify Cedar Security.

Cedar Security shall not be responsible for any charges imposed or any other action taken by a Payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, Cedar Security will not be liable if: any third party through whom any bill payment is made fails to properly transmit the payment to the intended Payee, there are insufficient funds in your designated payment account or if there are no available funds in your overdraft protection plan (i.e. Ready Reserve), if a legal order directs us to prohibit withdrawals from the payment account, the payment account is closed or frozen, the Internet Banking and/or Bill Payment and/or P2P system is not working properly, or if damages were caused through indirect, special, or consequential use of the Bill Payment system.

## Person-to-Person (P2P) Payments

Upon receipt of your instructions, transfers will be remitted on your behalf from the funds in your checking account to the email address or cell phone number you have indicated. In order to use P2P you must be enrolled in Online Banking, be a resident of the United States and be 18 years or older.

**P2P Payment Limits:** Upon approval of your Online Banking agreement by us, you agree not to exceed the following limitations on dollar amounts of P2P payments as set by Cedar Security Bank:

Per transaction: \$1,000.00      Daily Limit: \$1,000.00

Cedar Security Bank reserves the right to modify the payment limits at any time.

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## Transaction History

You may view your transaction history by logging into Online Banking and viewing your account history. This history is also available through the periodic statements provided to you.

## Security

Bill Payment and Person to Person payments (P2P) allow you to transfer funds out of your Cedar Security account(s). While this provides convenience to you, it also adds risk of loss of funds should a transfer occur that you did not authorize or initiate. While Cedar Security has established strong internal security, it will be important for you to utilize strong security practices as well. Due to the sophisticated nature of cyber-crime, there is not one single solution for online security. The best approach for online security is a multi-layered approach. While we realize some security measures may be inconvenient, our primary concern is protecting your accounts from losses due to fraud.

Due to the increased risk of fraud with these services, you agree to follow and implement security best practices including:

- Creating strong passwords and committing them to memory. Never writing your passwords down where they can be easily found.
- Changing your passwords regularly. Cedar Security recommends changing your passwords every 30 to 90 days.
- Never using the "remember password" feature on your computer to automatically complete your ID and passwords for you. This allows anyone who has access to your PC to log into your Internet Banking account.
- Contacting Customer Support immediately at 402-357-3508 if you see a transaction(s) that you did not authorize or if you become aware of any possible breach of security affecting these services.

## Mobile Remote Deposit

Mobile Remote Deposit allows you to make deposits of checks to your accounts from home or other remote locations by using your mobile device. Simply take a photograph of the original check and deliver the digital images and deposit information to us. You must have an active Cedar Security Bank online banking account to apply for Mobile Deposit. Cedar Security Bank's agreements and disclosures are incorporated into and made a part of this Disclosure and Agreement. This agreement does not replace, but supplements, any and all other agreements that govern any of your accounts.

## Mobile Deposit Limit



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Upon approval of your Mobile Remote Deposit agreement by us, you agree not to exceed the following limitation on dollar amounts of "remote deposits" that are set by Cedar Security Bank.

Deposit Limit: \$2,500

Cedar Security Bank reserves the right to modify the daily and monthly deposit limits at any time.

## Mobile Deposit Items

You agree to photograph and deposit only checks (drafts drawn on a bank and payable on demand). Each image must be accurate and legible and include all information on the front and back of the original check at the time presented to you, including:

- Preprinted information of the drawer and the paying bank
- MICR information
- Signature(s)
- Any identification written on the front of the original check
- Any endorsements applied to the back of the original check

You agree you will **NOT** use mobile deposit to deposit:

- Checks payable to anyone other than you
- Checks payable to you and another party who is not an owner on the account
- Altered or fraudulent checks
- Foreign checks
- Incomplete checks
- Checks that are dated "stale dated" (over 6 months old) or "post-dated"
- Money orders, cashiers checks, traveler's checks or savings bonds
- Previously deposited checks

## Mobile Deposit Warranties and Agreement

By using Mobile Deposit you warrant and agree:

- You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations.
- Each image is a complete rendition of the front and back of the original check with no alterations
- The amount, payee(s), signatures(s) and endorsements(s) on the original check are legible, genuine and accurate
- You will not deposit or endorse the original check to a third party
- There are no other duplicate images of the original check

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- You are authorized to enforce and obtain payment of the original check
- You have possession of the original check and no one will submit the original check for payment.
- You agree that files and images transmitted to us will not contain viruses that may impact our network or related systems.
- You will keep the original checks in a safe and secure location until destruction
- You will notify us immediately by telephone to (402) 357-3508 if you discover theft of the original checks
- To notify us immediately of any change in your circumstances or any information provided in your Application for Mobile Remote Deposit
- To permit us to audit and monitor you to confirm compliance with terms of this agreement
- You have reviewed, and understand the terms and conditions, of this Agreement and agree to be bound by it.

## Endorsements

Endorsements must be made on the back of the check within 1½ inches from the top edge. Endorsements must include the following:

- Your signature
- Cedar Security Bank account number
- The wording, "FOR MOBILE DEPOSIT ONLY"
- Checks payable to two payees must be endorsed by both payees if the check is payable to you AND your joint owner.

Losses we incur from a delay or processing error due to endorsement irregularities or other markings will be your responsibility.

## Deposit Receipt

All deposits made via Mobile Remote Deposit are considered to be "deposits" under your current Account Agreement with Cedar Security Bank and will be subject to all terms of the Account Agreement. Upon receipt of an image, we will confirm receipt via e-mail to you. Deposit is not deemed to have been received for deposit until we have confirmed receipt to you. Confirmation of deposit does not imply the image is without errors. We are not responsible for any image we do not receive. After receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. Cedar Security Bank reserves the right to reject any image for remote deposit into your account. We will notify you of rejected images.

## Check Retention

After confirmation of a received image and the check has been credited to your account, you must mark the check "VOID" and securely store the original check for 10 days. The original check must be made available to us at our request. You may not present the original check or

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any image or substitute check for payment at any other financial institution. Promptly after expiration of the holding period, you must destroy the original check by cross-cut shredding or other acceptable means. After destruction, the image will be the only evidence of the original check. You agree you will never re-present the original check. You are solely responsible if anyone is asked to make a payment based on re-presentation of an original check.

## Returned Deposits

Credits to your account for checks deposited using Mobile Remote Deposit is provisional. If original checks are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, or a substitute check. You agree to reimburse us for all loss, costs, damages or expenses caused by the processing of the returned item. Without prior bank approval, you will not attempt to deposit an original check if it has been charged back to you. Cedar Security Bank may debit any of your accounts to obtain payment for rejected or returned items and for any adjustment or warranty claims, whether or not made timely.

## Mobile Deposit Unavailability

Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties including from the internet services provider, cellular service provider and software. Cedar Security Bank is not responsible nor liable and holds no responsibility for any loss or damage incurred by you due to service unavailability. If Mobile Deposit is unavailable, you may deposit original checks at one of our office locations or by mailing the original check to one of our branches at the address in the contact information section.

## Mobile Deposit Funds Availability

Mobile Deposits confirmed as received before 3:30 p.m. Central Time on a business day will be credited to your account the same day. Deposits confirmed received after 3:30 p.m. Central Time or on holidays or days that are not business days will be credited to your account on the following business day. Our business days are Monday through Friday, except holidays.

## Electronic Mail

If You send Cedar Security Bank an electronic mail message, Cedar Security Bank will be deemed to have received it on the following business day. You agree to allow Cedar Security Bank to have a reasonable time to act on Your e-mail.

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You should not rely on electronic mail if You need to communicate with Cedar Security Bank immediately - for example, if You need to report an unauthorized transaction from one of Your accounts or if You need to stop a check payment that has already been sent, or report a lost or stolen debit card.

You agree that Cedar Security Bank may respond to You by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that You make. Any such electronic mail sent to You by Cedar Security Bank shall be considered received within three (3) business days of the date sent by Cedar Security Bank, regardless of whether or not You access the Service within that time frame.

## Other Agreements

In addition to this Agreement, You and Cedar Security Bank agree to be bound by and comply with the requirements of the agreements applicable to each of Your Internet Banking Accounts. Your use of the Online Banking and Mobile Deposit Services is Your acknowledgment that You have received these agreements and intend to be bound by them. You should review other disclosures You receive when You open Your accounts at Cedar Security Bank. Such disclosures include the charges that may be imposed for electronic funds transfers, as well as the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct the fees related to these Services from Your Account each month.

## Hours of Operation

Online (Internet) Banking Services are intended to be available 24 hours a day, seven (7) days a week, except during special maintenance periods. However, if the Services are down Cedar Security Bank has no liability. For purposes of transactions, Cedar Security Bank business days are Monday through Friday, excluding holidays. All transaction requests received on Saturdays, Sundays, holidays or days of inclement weather on which Cedar Security Bank chooses to remain closed, will be processed on the next Cedar Security Bank business day.

## Statements

Unless otherwise directed by You, You will continue to receive Your regular account statement(s) either monthly or quarterly, depending on the type of account.

## Inactivity

If You are not paying a monthly service charge for these Services, we may convert Your account to inactive status if You do not sign on to these Services or do not have any transaction scheduled through these Services during any consecutive 90 day period. If Your

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account is considered inactive, You must contact us to have these Services activated before You will be able to schedule any transaction through these Services.

## Cancellation

To cancel the Online (Internet) Banking or Mobile Deposit Services, you must notify Cedar Security Bank and provide Your name, address and your primary account number. You must notify us at least ten (10) business days prior to the date on which You desire the service to be terminated. Final fees will be assessed through your normal statement cycle. You may notify Cedar Security Bank by one of the following methods:

1. By calling us at any one of the phone numbers provided in the "Contact Information" paragraph.
2. By writing a letter and sending it to any one of the addresses listed in the "Contact Information" paragraph.
3. By sending an e-mail to [customerservice@cedarsecurity.com](mailto:customerservice@cedarsecurity.com)

## Termination

You are responsible for complying with all the terms of these Agreements and with the terms of the agreement governing the deposit accounts which You access using electronic banking services. We can terminate Your electronic banking or Mobile Deposit privileges under this Agreement without notice to You if You: Do not pay any fee required by this Agreement when due: Do not comply with the agreement governing Your deposit or loan accounts: Your accounts are not maintained in good standing. If this occurs, all history will be deleted (including account history, bill pay history, payee information, eBill history and automatic payments).

We reserve the right to temporarily or permanently discontinue Online services at any time. We will promptly notify you of such termination in accordance with applicable law or regulation.

## Notices

Will we notify you of any changes, fees or other information, if required by law. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at: Cedar Security Bank, PO Box 177, Fordyce, NE 68736.

## Fee schedule

Cedar Security Bank offers the benefits and convenience of certain Online Banking and Mobile Deposit Services to you at no charge. Fees may be subject to change and you will be notified within 30 days of doing so.

## Modifications to these Agreements

Cedar Security Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications electronically. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to You via electronic mail and You will have deemed to have received it three (3) business days after it is sent. We reserve the right to terminate this Agreement and Your use of the Service in whole or in part at any time without prior notice.

## New Services

New services may be introduced for from time to time. Cedar Security Bank will notify You of the existence of these new services. By using the Services when they become available, You agree to be bound by the rules, which will be made available to You concerning these services.

## Accountholder's Indemnification Obligation

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of these Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to **Automated Systems, Inc. (ASI)** and **Insight Data Services (IDS)** and hold harmless **Automated Systems, Inc. (ASI)**, its affiliates, officers, employees and agents, as well as **Insight Data Services (IDS)**, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Financial Institution or End User's use of the Services, **Automated Systems, Inc. (ASI)** or **Insight Data Services (IDS)**, unless such claim directly results from an action or omission made by **Automated Systems, Inc. (ASI)** or **Insight Data Services (IDS)** in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

## DISCLAIMER OF WARRANTIES

YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL

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MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

### **LIMITATION OF LIABILITY**

YOU AGREE THAT CEDAR SECURITY BANK WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION

# Cedar Security Bank

I hereby acknowledge that **I have received** and read a **copy** of the **Cedar Security Bank Online Banking and Mobile Deposit User Agreement**.

\_\_\_\_\_ Date \_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Typed or Printed Name