

I. INTRODUCTION AND ACKNOWLEDGEMENT

A. Introduction

The following pages describe the various types of Electronic Fund Transfers (EFTs) available to clients of Mutual of Omaha Bank, and your rights and responsibilities concerning these transactions, including your rights under the Electronic Fund Transfers Act. Please read this document carefully. You may want to print or save this document for future reference, or if you would like a paper copy you may notify us at the telephone number or address listed in Section VIII B, "Errors or Questions."

B. Definitions

For the purpose of this document, "I," "me," "my," "myself," and "mine" refer to the person(s) subscribing to or using Mutual of Omaha Bank ("the Service") including, without limitation, others I permit to use the Service. "You," "your," and "Bank" shall refer to Mutual of Omaha Bank and any agent, independent contractor, designee, or assignee the Bank may involve in the provision of the Service. All references to time of day in this Agreement and Disclosure refer to Central Standard Time.

C. Acknowledgment

My first login to Mutual of Omaha Bank confirms my agreement to be bound by all the terms and conditions of this Agreement and acknowledges my receipt and understanding of this Agreement and Disclosure.

II. SERVICE REQUIREMENTS

A. Enrollment Requirements

With Internet access, a Mutual of Omaha Bank account and my personal and account information, I can enroll in Mutual of Omaha Bank.

B. Bill Payment Enrollment

For the optional Bill Pay service, I must enroll in Mutual of Omaha Bank and have a Mutual of Omaha Bank Account and U.S. mailing address.

C. Account Access and Ownership

I understand that I have or will have a User ID, to which multiple products/services can be added (i.e. checking, money market accounts, IRAs, etc.). I may have different account owners/signers on the various accounts. For example, my checking account might have myself and my spouse (joint owner); my savings account might list myself and my child (joint owner); and my line of credit might be accessed only by me (individual owner). I further understand and agree that by disclosing my User ID and Password to any other person or account owner, I am allowing that individual complete on-line access to all my accounts, regardless of who is authorized to access each account. I understand in the example above, my spouse and child would have full access via Mutual of Omaha Bank to all three accounts if they had access to my User ID and Password, even though they could not do so through other transaction methods.

III. BUSINESS DAYS/HOURS OF OPERATION

A. Business Day

Every day is a Business Day except Saturdays, Sundays and federal holidays. I may use Mutual of Omaha Bank any time, day or night, seven days a week, except when the Service is unavailable during brief maintenance periods.

B. Bill Payment Availability

Bill Pay service is made available through an agreement between the Bank and CheckFree Corporation. Any interruption of service or access by CheckFree Corporation will also prevent my use of the Mutual of Omaha Bank Bill Pay service.

IV. TERMINATION

A. Notifying the Bank

I may terminate my access to Mutual of Omaha Bank by contacting the online support team:

By phone: 866.351.5646

By e-mail: In the message center by choosing send us a message

By US mail:

Mutual of Omaha Bank
3333 Farnam Street
Omaha, NE 68131

B. Identifying Service to be Terminated

I understand that Mutual of Omaha Bank Online Banking and Mutual of Omaha Bank Bill Pay are separate but related services. Ending the Mutual of Omaha Bank On-line Banking service automatically terminates Mutual of Omaha Bank Bill Pay service. If I wish to end only the Bill Pay service, but keep my Mutual of Omaha Bank On-line Banking access intact, I must clearly state this in my termination request.

C. Termination Timing and Responsibility

I understand that it takes up to 10 Business Days to process a cancellation request. I further understand that I am responsible for any transfers or payments scheduled from my accounts between the time of my cancellation notice and the time cancellation takes effect. Termination will not affect my liability or obligations under this Agreement and Disclosure for any transactions you have processed on my behalf.

D. Bank-Initiated Termination

I understand that you may terminate my use of the Service, in whole or in part, for any reason, at any time, without prior notice. My access to Mutual of Omaha Bank may be terminated, for example, if my primary account is closed, if access to any of my accounts is restricted for any reason, or if 90 or more days elapse between my signons to Mutual of Omaha Bank.

V. SECURITY PROCEDURES

A. Security Elements

You will act on instructions received through Mutual of Omaha Bank under my User ID and Password, the two elements required for Mutual of Omaha Bank access to my accounts.

B. Password

At registration, I will be prompted to provide a Password that is at least six characters and has at least one alpha and one numeric digit. Password is case sensitive. I may change my Password thereafter whenever I wish using Mutual of Omaha Bank. You recommend that I change my Password regularly. For my own security, I should memorize my Password and not write it down. I am responsible for keeping my User ID and Password confidential.

C. Bill Payment Security

I understand that if I have Bill Pay service, my User ID and Password permit access to payments through Mutual of Omaha Bank. The purpose of these security procedures is to verify that any payment orders are my authorized agents or mine. They are also intended to detect error in the transmission or the content of the payment order or communication. They may include other procedures designed to ensure the funds transfer is an authorized instruction and to ensure its accuracy. I acknowledge that I have considered the security procedures of the Bill Pay service included in this document and find they are commercially reasonable for verifying that a payment or other communication was authorized by me or by my authorized agent. In reaching this determination, I have considered the size, type and frequency of payments or other communications that I anticipate issuing to you or your Service provider. I acknowledge that I will bear all losses should the security procedures be breached by me in any manner. If the bill payment is carried out by use of the commercially reasonable security procedures, I am responsible for any losses incurred and I will be prohibited from contending that the transfer was not authorized. If the Service security procedures are not, in my judgment, commercially reasonable, I must inform you within 30 days. If conditions change (i.e. amount, type and frequency of my payments or other communications), and, as a result, the Service security procedures cease to be commercially reasonable in my judgment, within 20 days I must inform you of my intent to cancel the Service.

VI. USING THE SERVICE

A. Mutual of Omaha Bank Online Banking

The Service allows me to perform these transactions:

- * Access my Mutual of Omaha Bank accounts to review the status of checks, deposits and withdrawals;
- * Transfer funds between my Mutual of Omaha Bank accounts;
- * Make up-to-date balance inquiries;
- * Perform account and loan history inquiries;
- * Transfer advances from my Mutual of Omaha Bank Home Equity Line of Credit into one of my Mutual of Omaha Bank deposit accounts (line of credit advances may not be transferred to other Mutual of Omaha Bank loans or lines of credit);
- * Make payments to my Mutual of Omaha Bank loans from my Mutual of Omaha Bank deposit accounts;
- * Schedule Alerts to notify me of changes in my account(s) activity.

B. Bill Payment

Through the optional Bill Pay service within Mutual of Omaha Bank, I can make one-time or recurring payments from my Mutual of Omaha Bank Checking account to almost anyone in the United States.

1. Account Designation

All payments I make through the Bill Pay service will be deducted from the Mutual of Omaha Bank Checking Account I designate. You are responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a payment to the designated payee. You are not liable in any way for damages if: the estimate of time for delivery to the payee is inaccurate; delays in mail delivery or changes of merchant address or account number result in the failure of any merchant to account correctly for or credit the payment in a timely manner; or for any circumstances beyond your control.

2. Payee Types

I may make payments through the Service to any business, merchant or professional that generates a bill or invoice for consumer products or services provided to me or on my behalf. I can also make payments to organizations, individuals, family or friends for any purpose. However, any payee I specify must be payable in U.S. Dollars and located in the United States. I may not use the Service to make payments to a federal, state or local government, court or tax unit who does not accept third-party payments, or to other categories of payee that you establish from time to time.

3. Payee Information

I must provide sufficient information about each payee. I must provide the payees name, mailing address and phone number. In addition, I will be asked to supply my account number as it appears on any bill from this payee. If I provide incorrect payee information, I will be responsible for recovery of funds sent to the wrong party and I will still be obligated to pay you the amount of the payment request.

4. Authorization to Charge Account

I authorize you to charge the Mutual of Omaha Bank Checking account I have designated for any bill payment transaction, including the amount of any payment made and any charges for the service.

VII. RIGHTS AND LIABILITIES

A. Service Limitations

1. Limits on Withdrawals/Transfers

Federal regulations limit pre-authorized or electronic withdrawals and transfers from my Savings or Money Market accounts to no more than 6 per calendar month. No more than three of these six transfers may be made by check, share draft or similar order to a third party including electronic transfers to third parties at point-of-sale facilities with my ATM or VISA Debit Card.

2. Available Funds Required

All transactions and transfers initiated through Mutual of Omaha Bank are subject to the availability of sufficient, collected funds to cover the transfer on the scheduled Transaction Date.

3. Member Account, Password and Security and Family Banking

I will receive a password and account designation upon completing the registration process. I am at least eighteen (18) years old and am responsible for maintaining the confidentiality of the password and account, and am fully responsible for all activities that occur under my password or account. I agree to: (a) notify you immediately of any unauthorized use of my password or account, or if I believe my password has been lost or stolen or any other breach of security; (b) ensure that I exit from my account at the end of each session; and (c) accept responsibility for all usage of the Service and any fees associated with use of other services accessed through the Service on my account whether or not authorized by me. The Application Provider cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

B. Stopping Scheduled Transactions

I understand that I may change or delete a pending payment or transfer before you have processed it. This means I can delete or change any scheduled payment, if I do so online no later than 7:00 p.m. Central Time, the day prior to the scheduled send date. If, for any reason, Mutual of Omaha Bank is temporarily unavailable, delete payment requests can be made by contacting Mutual of Omaha Bank support during normal business hours the day prior to the scheduled Send Date.

C. Unauthorized Transactions or Compromised Password

1. Immediate Actions

If I believe my Password has become known by an unauthorized person, or that someone has transferred money without my permission from my accounts, I will take these actions as soon as possible:

Change my Password in Mutual of Omaha Bank, and

Contact the on-line support team:

By phone: 866.351.5646

By US mail to:

Mutual of Omaha Bank

Mutual of Omaha Bank Online Support Team

3333 Farnam Street

Omaha, NE 68131

2. Affidavit

If I suggest that an unauthorized transfer may have occurred, you may require me to sign an affidavit.

3. My Liability

If I do not notify you that my Password has become known by an unauthorized person, I could lose all the money in my deposit account(s) and consumer loan(s) accessed through Mutual of Omaha Bank. If I do not tell you within two business days after learning that my Password has been compromised, and you can prove that I could have stopped someone from accessing my accounts through Mutual of Omaha Bank without my permission had I told you, I could be liable for as much as \$500. Changing my Password and notifying you as outlined in Section VII.C above are the best ways of minimizing my potential losses for unauthorized use.

D. The Bank's Liability for Failure to Make Payments/Transfers

If you do not complete a transfer to or from my account(s) on time or in the correct amounts, you will be liable for any late fees or finance charges, but not for any indirect, special or consequential damages.

Further, you will not be liable if:

- * Through no fault of yours, my account does not contain sufficient funds to make the transfer.
- * The equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable.
- * Circumstances beyond your scope of control, such as fire or flood, prevented the transfer, despite reasonable precautions that you have taken.
- * A court order or legal process prevents you from making a transfer.
- * You have a reasonable basis for believing that unauthorized use of my Password or account(s) has occurred or may be occurring.
- * I default under any agreement with you or if you or I terminate this Agreement.
- * There may be other exceptions that alleviate your liability.

VIII. ERRORS OR QUESTIONS

A. Documentation of Payments and Transfers

Information concerning Mutual of Omaha Bank transactions will be shown on my periodic statements for the accounts to and from which payments and transfers are made. If I have arranged to have direct deposits made to my Mutual of Omaha Bank account at least once every 60 days from the same person or organization (i.e. my employer or the Social Security Administration), the person or organization making the deposit may tell me every time they send you the money. If they do not tell me, I can determine if the deposit was made through Mutual of Omaha Bank or through the 24-hour TeleBanker telephone-initiated banking system. If these services are not available, I can call the Bank at 866.351.5646 during normal business hours to find out if the deposit was made.

If I receive preauthorized deposits to my savings account only, I will receive a statement at least quarterly. I will receive a monthly statement for my Mutual of Omaha Bank checking account whether or not preauthorized transfers were made during the month.

If my preauthorized deposits vary in amount, the person or organization paying me is required to tell me 10 days before each payment, how much it will be and when the deposit will be made, unless I have made other arrangements with them.

Upon completion of a transaction using Mutual of Omaha Bank, reference information will be included in my Account History.

B. In Case of Errors or Questions

1. Notifying the Bank

If I think my online or periodic statement is wrong or if I need more information about a transfer listed on my statement, as soon as I can I will contact you:

By phone: 866.351.5646

By e-mail: alerts@mutualofomahabank.com

By US mail to:

Mutual of Omaha Bank

Mutual of Omaha Bank Online Support Team

3333 Farnam Street

Omaha, NE 68131

2. Timing

You must hear from me no later than 60 days after you send the statement on which the problem or error first appeared. A statement is considered to have been sent when it is first made available.

3. What to Include

In my notice, I must:

- * Tell you my name and account number.
- * Describe the error or transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need information.
- * Tell you the dollar amount of the suspected error.

4. Written Notice or Affidavit

If I tell you verbally, you may require that I send my complaint or question in writing within 10 business days. You may require me to provide my complaint in the form of an affidavit.

5. The Banks Actions and Timing

You will determine whether an error has occurred within 10 business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 days to investigate my complaint or question. If you decide to do this, you will credit my account within 10 business days (20 business days if my account has been open 30 days or less) for the amount I think is in error. This provisional credit enables me to have the use of the money during the time it takes you to complete your investigation. If the error concerns a Mutual of Omaha Bank Plus transfer within the first 30 days after deposit to a new account, a 90-day investigation period in place of 45 days will apply.

You will tell me the results within three business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

IX. RELEASING ACCOUNT INFORMATION

You may provide information about my accounts to persons or agencies that, in your judgment, have a legitimate purpose for obtaining information. For example:

- * When it is necessary for completing transfers, tracing transactions, or resolving errors or claims;
- * In order to verify the existence and condition of my account to third parties, such as credit bureaus, merchants or other financial institutions;
- * Pursuant to a court order and in order to comply with subpoenas, summonses, search warrants, or requests from governmental agencies or other legally permissible processes (such as when you have to close my account due to an overdraft and relate that information to the credit reporting agency);
- * As explained in the Privacy Policy;
- * If I give you written permission.

X. OTHER CONDITIONS

The terms and conditions governing my deposit accounts are set forth in your Deposit Account Agreement and Disclosure, provided to me when I opened these accounts. Copies of each disclosure are available from any Mutual of Omaha Bank branch.

XI. FEES AND CHARGES

A. Online Banking

At this time, there are no fees for me to use the Online Banking and Bill Pay service of Mutual of Omaha Bank.

B. Fee Publication

Fees or charges associated with Mutual of Omaha Bank will be published in the Schedule of Fees.

C. Changes in Fees, Charges or Other Terms

I acknowledge that you reserve the right to change the fees or other terms described in this Agreement and Disclosure. When changes are made to any fees or other material terms, you will update this Agreement and either: (1) send a notice to me at the address shown on your records, or (2) send me an electronic mail message (e-mail) unless an immediate change is necessary to maintain the security of the system. The notice will be sent at least 30 days in advance of any changes in fees; stricter limits on the type, amount or frequency of transactions; or increase in my responsibility for unauthorized transactions. If an immediate change is required to protect the security of the system, you will provide me with electronic or written notice within 30-days of the change. As always, I may choose to accept or decline such changes to terms and conditions by continuing or discontinuing the accounts or services to which these changes relate.