

COMMUNITY ASSOCIATION BANKING – HOA ONLINE PAYMENT TERMS AND CONDITIONS

Thank you for choosing Mutual of Omaha Bank's Community Association Banking online service. These Terms and Conditions apply to your consent and election to make association dues payments, assessments and otherwise transact business via Community Association Banking online service. Please read these Terms and Conditions carefully. They are an agreement between you and Mutual of Omaha Bank's Community Association Banking division (hereinafter referred to as "Mutual of Omaha Bank").

You consent to be bound by the following Terms and Conditions and acknowledge receipt and understanding of these Terms and Conditions as a requirement of use of the online service.

The words "we," "us," and "our" refer to Mutual of Omaha Bank and its affiliates. The words "you" and "your" mean you, the individual(s) or entity identified on the account(s), including others you permit to use the online services. "Communication" means any statements, disclosures, notices, transaction history, and all other information related to the product, service or account, including but not limited to information that we are required by law to provide to you in writing, delivered to you pursuant to the online service. All Communication in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Terms and Conditions document and any other Communication that is important to you.

By clicking on the "submit" button on the payment page, you authorize Mutual of Omaha Bank to (a) initiate a one-time or scheduled payment automated clearing house (ACH) debit entry or credit payment from the checking or savings account you specify, or (b) charge your specified credit card. The amount of any such payment will be the amount you specify in the payment screen shown during the payment process, plus all applicable fees and service charges. A convenience fee may be charged by Mutual of Omaha Bank for credit card payment requests. The specific amount of such convenience fee will be displayed on the screen at the time of payment. Some portion thereof may be paid to other parties to offset their operating costs. You may cancel the credit card payment transaction if you do not wish to pay the convenience fee.

You also authorize Mutual of Omaha Bank to credit your specified bank account or credit card in the appropriate amount for any refunds or other billing adjustments. The proper and accurate application of your payment to your amount due to your is the sole responsibility of your association or management company. If any dispute arises regarding your payment history or variance in the amounts charged to your account, you must contact your association or management company to resolve the dispute. Mutual of Omaha Bank has no liability for the misapplication of your payment or any acts or omissions of your association or management company.

You agree to be bound by any rules your financial institution requires for ACH debit transactions or credit card issuer requires for credit card transactions.

To prevent unauthorized access to your account(s) and to prevent unauthorized use of the online service, you agree to protect and keep confidential your username, password, account number, PIN, or other means of accessing your account(s) via the online service.

Mutual of Omaha Bank shall not be liable for the loss, theft, or unauthorized use of your card numbers, account numbers, passwords, username, and you assume all risks and losses as a result of your disclosure of your personal and account information unless otherwise provided under applicable law.

MUTUAL OF OMAHA BANK SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF AN ERRONEOUS STATEMENT, ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED, OR YOUR FAILURE TO PROVIDE ACCURATE AND/OR VALID PAYMENT INFORMATION. FURTHER, WE SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED, OR ANY OTHER ACTION, BY A PAYEE RESULTING FROM A LATE PAYMENT, INCLUDING ANY FINANCE CHARGES AND/OR LATE FEES IMPOSED BY THE PAYEE. UNDER NO CIRCUMSTANCES SHALL MUTUAL OF OMAHA BANK BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

Mutual of Omaha Bank reserves the right to change these terms and conditions at any time. Notice of any such change may be given by electronic Communication or by other methods.

All service marks and logos located on this Site are owned by Mutual of Omaha Bank and its affiliates unless otherwise indicated. All materials are Mutual of Omaha Bank's property unless otherwise indicated. All materials are protected by United States copyright laws and all other applicable laws. Removal or reproduction, by any means, of any materials, logo, trademark, service mark, or the name of Mutual of Omaha Bank and its affiliates, is expressly prohibited without the prior written consent of Mutual of Omaha Bank.

Additional Terms and Conditions for Scheduled Payments

By clicking on the "submit" button, you enroll in Mutual of Omaha Bank's scheduled payments program, agree to these Terms and Conditions for Scheduled Payments and authorize Mutual of Omaha Bank to (a) initiate scheduled automated clearing house (ACH) debit entries or debit card payments from the checking or savings account you specify, or (b) charge your specified credit card. The amount of any such scheduled payments will be the amount you designate and all applicable fees and surcharges. A convenience fee may be charged by Mutual of Omaha Bank for credit card payment requests. The specific amount of such convenience fee will be displayed on the screen at the time of payment. Some portion thereof may be paid to other parties to offset their operating costs. You may cancel the credit card payment transaction if you do not wish to pay the convenience fee. You also authorize Mutual of Omaha Bank to credit your specified account or card in the appropriate amount for any refunds or other billing adjustments. All payments will be automatically withdrawn from your specified

checking or savings account or charged to the designated credit card, unless you terminate your authorization in the manner described herein.

Funds will be transferred from your account or charges will be made to your card no later than five (5) business days from the date you designate as the scheduled payment date. Therefore, you must plan your payment date accordingly to avoid any missed payments or late payment charges from your designated payee. Payments are only processed on a business day, and if payment is scheduled on a non-business day, then it shall be processed on the preceding business day. You may not stop a payment after Mutual of Omaha Bank's applicable cut-off time has passed.

You have the right to receive transaction histories from us containing an itemized list of any payments or charges made during any applicable billing period. Upon request, Mutual of Omaha Bank will deliver electronic Communications notifying you of payments processed during the billing period, and make available up to thirteen months of transaction histories for prior charges. You agree to review each Communication you receive and give Mutual of Omaha Bank notice of any errors or disputed charges. If you inform Mutual of Omaha Bank that an error exists, Mutual of Omaha Bank will attempt to correct that error promptly. The proper and accurate application of your payment to your amount due to you is the sole responsibility of your association or management company. If any dispute arises regarding your payment history or variance in the amounts charged to your account, you must contact your association or management company to resolve the dispute. Mutual of Omaha Bank has no liability for the misapplication of your payment or any acts or omissions of your association or management company.

It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to the online service and your account(s), and to maintain and update promptly any changes in this information. If any changes occur in the information on your scheduled payment record or any other record with us, you must update your record online promptly upon any change in circumstance. If you either do not update your record online in a timely fashion, Mutual of Omaha Bank shall bear no liability or responsibility for any losses incurred to the extent permitted by law, it is your sole responsibility. Mutual of Omaha Bank's sole liability to you shall be Mutual of Omaha Bank's obligation to make any appropriate changes once in receipt of your online notification.

Either you or Mutual of Omaha Bank may terminate this agreement at any time by making the necessary changes to your account profile or giving the other party written notice reasonably in advance of the date of termination or any scheduled payment settlement date. To terminate this agreement (and revoke your authorization) you must update your online record or submit written notice to **hoa@cabanc.com** or by calling **(866) 800-4656**.

You agree to be bound by any rules your financial institution requires for pre-authorized electronic funds transfers or credit card issuer requires for pre-authorized debit or credit card transactions. Further, you acknowledge that Mutual of Omaha Bank may receive updated credit card account information from the financial institution issuing your card.

Mutual of Omaha Bank in its sole discretion may change or modify its fee schedule for processing payments from time to time in accordance with applicable law.

Check with your financial institution to see if there are any fees associated with the pre-authorized payment option.

**FOR MORE INFORMATION OR OTHER INQUIRIES PLEASE CALL
(866) 800-4656.**

I have read and agree to the Terms and Conditions for Mutual of Omaha Bank's Community Association Banking online services.