
Web Site Terms of Use

Information

This web site is owned by Mutual of Omaha Bank and its affiliates (collectively, "Mutual").

Please read these Web Site Terms of Use ("Terms of Use") carefully before starting to use this web site. By accessing, viewing, or using the systems, services or materials on any sites linking to these Terms of Use (e.g., mutualofomahabank.com, collectively known as the "Site"), you indicate your understanding of these Terms of Use, and further agree to accept such Terms of Use and to be legally bound by them. If you do not wish to agree to these Terms of Use, you should leave this Site.

A. AVAILABILITY AND USE OF MATERIALS ON THE SITE

"Materials" include information, forms, documents, software and other content present on or available to you from the Site. Mutual may withdraw, revise, enhance or update the Site, and any services or Materials provided on the Site at any time. Materials which offer descriptions or information on available products are intended as general information and may not contain complete descriptions of all applicable terms, exclusions and conditions.

B. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHT AND PROPRIETARY RIGHTS IN MARKS, LOGOS AND MATERIALS

The Site, and its content and functionality (including all information, software, tests, displays, images, video and audio, and the design and arrangement thereof), are owned by Mutual, its licensors or other providers of the content and functionality, and are protected by United States copyright and other applicable laws. Likewise, all service marks, logos and Materials located on the Site are owned by Mutual unless otherwise indicated, and are also protected by United States copyright laws and all other applicable laws. Removal or reproduction, by any means, of any content and functionality, Materials, logo, service mark, or the name of Mutual, is expressly prohibited without the prior written consent of Mutual.

C. LICENSE TO USE MATERIALS

Mutual grants you a non-exclusive, non-transferable, temporary license to use Materials. Mutual may revoke your license to use any Material at any time, upon notice to you, if you fail to comply with these Terms of Use, or for any other reason. In no event shall the Materials be used in any manner which Mutual deems to be contrary to Mutual's best interests.

D. CHARGES

If Mutual discloses at the time of your use or download of any Materials that Mutual will charge you for use of the Materials, then your use of those Materials means that you agree to pay to Mutual any license or use fee then being charged by Mutual to use specified Materials. All such fees are non-refundable.

E. COMMUNICATIONS WITH THE SITE

Except as set forth in Mutual's Privacy Policy located at www.mutualofomahabank.com/privacy, other specific terms and conditions applicable to using other platforms of communication with Mutual which may conflict with these Terms of Use, or as required by privacy laws, if you elect to communicate with Mutual via the Site or e-mail, you acknowledge that the information contained in your message shall not be considered confidential and that Mutual shall be free to disclose or otherwise use such information contained therein without any liability or limitation, including but not limited to creating and marketing products and/or services using such information. Mutual is not responsible and shall not be liable for the contents of information, messages or other content posted to the Site by visitors or persons other than Mutual employees. Opinions or comments contained in such items reflect the views of the author and not of Mutual unless Mutual expressly states to the contrary.

F. LINKS TO OTHER WEB SITES

The Site may, from time to time, contain links to other internet web sites for the convenience of users in locating information and services that may be of interest. You acknowledge that these third-party sites are maintained by persons or organizations which Mutual does not control, and Mutual expressly disclaims any responsibility for the content, the accuracy of the information and/or quality of products or services provided by or advertised on these third-party sites. Mutual does not control, endorse, promote, or have any affiliation with any other web site unless expressly stated in the Site or in the other web site.

G. USE OF THE INTERNET

Use of the Internet is solely at your own risk and is subject to all applicable state, national and international laws and regulations. While Mutual endeavors to apply security protocols which are necessary and appropriate to the types of electronic communications which occur through use of the Site, the confidentiality of any communication or material transmitted to or from Mutual via the Site, other web sites or internet e-mail cannot be guaranteed, including personal information such as your address or social security number. Mutual will not be liable for any loss resulting from a cause over which Mutual has no direct control, including but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

H. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

USE OF THIS SITE IS ENTIRELY AT YOUR OWN RISK. IN NO EVENT SHALL MUTUAL BE LIABLE TO YOU, OR TO ANY THIRD PARTIES, FOR ANY DAMAGES YOU OR A THIRD PARTY MAY SUSTAIN DUE TO YOUR USE OR INABILITY TO USE THE SITE OR ANY MATERIALS, EVEN IF MUTUAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. MUTUAL SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THESE MATERIALS. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF MUTUAL TO YOU EXCEED THE PRICE PAID FOR USE OF THE SITE. THE SITE AND MATERIALS ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, MUTUAL DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE INFORMATION PRESENTED ON OR THROUGH THE SITE IS MADE AVAILABLE FOR GENERAL INFORMATIONAL PURPOSES ONLY AND MUTUAL DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THIS INFORMATION. MUTUAL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE SITE OR ANY MATERIALS WILL OPERATE IN AN ERROR-FREE OR UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SITE OR MATERIALS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU.

I. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Mutual, its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, members, employees, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorneys' fees and litigation expenses) relating to or arising from your use of the Site, any breach by you of these Terms of Use, your negligent or intentional acts, errors or omissions in regard to the subject matter of these Terms of Use, or your failure to comply with applicable laws.

J. GOVERNING LAW AND JURISDICTION

These Terms of Use are governed by the laws of the State of Nebraska without regard to that state's principles of conflicts of laws. You consent to the jurisdiction of the federal and state courts presiding in Omaha, Nebraska, and irrevocably agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available. This Site is controlled and operated by Mutual from its offices within the United States. Mutual makes no representation that Materials on the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so of their own volition, agree to use the Site only for lawful purposes, and are responsible for compliance with applicable laws.

K. PRODUCT NOTICE

The product information contained on this Site has been prepared for informational purposes only and is not intended to constitute a solicitation or offer for sale, unless specifically indicated otherwise. All products listed may not be available in all states. For further information, please contact your nearest Mutual representative who can provide you with costs and complete details.

L. CHANGES TO THE TERMS OF USE

Mutual may revise and update these Terms of Use from time to time, in its sole discretion. All changes are effective immediately when posted and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes.