



Bill Pay Service Terms and Conditions

These MidFirst Bank Bill Pay Service Terms and Conditions (“Bill Pay Terms”) and the MidFirst Bank Online and Mobile Banking Customer Agreement (the “Online and Mobile Banking Agreement”) govern your use of the MidFirst Bank Bill Pay Service (the “Bill Pay Service”). **You should read these Bill Pay Terms carefully and keep a copy for your records. By accepting these Bill Pay Terms or using the Bill Pay Service, you represent that you are legally authorized to accept and be bound by these Bill Pay Terms.** MidFirst Bank (“MidFirst,” “Bank,” “we,” “us,” or “our”) may amend these Bill Pay Terms at any time, subject to applicable law. Each time you use the Bill Pay Service, you agree to the terms of the Agreement and the Bill Pay Terms as may be amended from time to time.

1. Description of the Bill Pay Service

The Bill Pay Service is an optional online banking service available for customers age eighteen (18) or older that allows payments to be scheduled from authorized and designated Accounts to third parties selected in advance to receive payments (“Payees”). Not all Accounts are eligible for the Bill Pay Service. Any Accounts requiring two or more signatures or authorizations to withdraw or transfer funds may not be used as a Billable Account.

2. Definitions

- a. **Account and/or Accounts:** your MidFirst Bank checking or savings accounts, and any other of your MidFirst Bank accounts, which may be accessed using MidFirst Bank Personal Online Banking or, the MidFirst Bank Application,
- b. **Account Agreement and Disclosure(s):** agreement and disclosure you received and agreed to when you opened your Bank Account(s), which may be amended or updated from time to time by Bank, in Bank's discretion, and to which you will be bound and which governs the terms and conditions of the Account(s).
- c. **Billable Account:** your designated Account (subject to Bank's approval), that is active and from which Bank may deduct any monthly fees and charges for the Services and other ancillary fees and charges associated with the Services on your behalf for use of the Services.
- d. **Billers:** third-party service providers or bill presenters who generate EBills for presentment and payment through the Bill Pay Service.

- e. **Bill Pay Service:** an optional online banking service available for customers age eighteen (18) or older that allows payments to be scheduled from authorized and designated Accounts to third parties selected in advance to receive payments.
- f. **Business Day:** Our Business Days are Monday through Friday, 8 a.m. to 5 p.m. CT, except for federally observed United States holidays. Transactions initiated on Saturday, Sunday or any federal holiday will be processed on the next Business Day.
- g. **Business Payees:** any business, merchant or professional Payee that generates a bill or invoice for products or services provided to you, or on your behalf, and that has an address.
- h. **CT:** Central time zone.
- i. **Daily Payment Range:** The total amount of electronic payments You may make in any given Business Day, not to exceed \$25,000.
- j. **Ebills:** electronic billing statements by third-party service providers or bill presenters, which may be paid through the Bill Pay Service.
- k. **Expedited Payment:** a payment made through the Bill Pay Service that may be sent on the same or the next Business Day as scheduling the payment, depending on when the Expedited Payment is scheduled.
- l. **Fee Schedule:** the periodic schedule of fees, pricing and charges disclosed by the Bank for Account transactions, products, system use, Services, Account benefits and other services provided by Bank, which may be supplemented, updated and/or revised periodically upon notice to you.
- m. **Future Payment:** A payment scheduled through the Bill Pay Service for a future date.
- n. **Managed Payees:** Payees who have provided preferred payment information, which is managed by Bank's service provider.
- o. **MidFirst, we, Bank, us, or our:** MidFirst Bank, including any of MidFirst Bank's affiliates, subsidiaries, or divisions, as well as any service provider, agent, independent contractor, designee or assignee the Bank may, in its sole and absolute discretion, involve or utilize in the provision of the Bill Pay Service.
- p. **Online and Mobile Banking Agreement:** the MidFirst Bank Online and Mobile Banking Customer Agreement, which may be amended or updated from time to time by Bank, in Bank's discretion, and which governs the terms and conditions of MidFirst Bank Personal Online Banking, and the MidFirst Mobile Application.
- q. **Payees:** the selected individuals or business entities, set up in advance, to whom you desire to send payments.

- r. **Payee Information:** complete and accurate information necessary to enable Bank to properly direct a payment to the correct Payee and the correct Payee account, including, but not limited to, the name, telephone number and address of the Payee and the Payee account number.
- s. **Payment Range:** the amount of a single payment made through the Bill Pay Service, not less than \$1 and not exceeding \$25,000.
- t. **Personal Payees:** individuals, family members or friends to whom payment is made through the Bill Pay Service for nonbusiness purposes.
- u. **Recurring Payment:** payments scheduled through the Bill Pay Service on a recurring basis.
- v. **Same Day Payment:** a payment scheduled through the Bill Pay Service on the same date of your request.
- w. **Transmit Date:** the date that a payment scheduled through the Bill Pay Service is sent to the Payee for delivery.
- x. **User:** you, the customer accessing the Bill Pay Service through the Bank using Online and Mobile Banking using a User ID and password, as well as any other person or company that you provide your User ID and password and authorize to access the Bill Pay Service on your behalf or who you have provided with your personal information, including, but not limited to, your User ID and password. Anyone you give your personal information, User ID or password to, will be deemed to be authorized by you to use the Bill Pay Service.
- y. **User ID:** the user identification that you select to access Online Banking and the MidFirst App. Your MidFirst App User ID may include biometric information if you enable a biometric recognition tool as a method of access. You should keep your User ID confidential.
- z. **You, your, yours:** the individual using the Bill Pay Service and accepting and/or agreeing to these Bill Pay Terms by using the Bill Pay Service.

3. Payees

You may make payments through the Bill Pay Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you, or on your behalf, and that has an address ("**Business Payees**"). You also may make payments through the Bill Pay Service to individuals, family or friends for nonbusiness purposes ("**Personal Payees**"). The terms "Payee" or "Payees" includes both Business Payees and Personal Payees, as applicable. Bank

reserves the right, in Bank's sole discretion, to determine, at any time, how a Payee should be classified. You can include up to four thousand nine hundred and ninety-nine (4,999) Payees on your Payee list. Payments may be made only to Payees with a U.S. payment address. Certain Payees have provided preferred payment information, which is managed by Bank's service provider ("**Managed Payees**"); if you identify such a Managed Payee, you will be prompted to select that Payee from a drop-down list. You authorize Bank and its third-party vendor to adjust Managed Payee information to reflect the information on file with the third-party vendor to facilitate payment to such Payees. You must manually enter Payee information for Payees other than Managed Payees; you must provide Bank with complete and accurate information to enable Bank to properly direct a payment to the correct Payee and the correct Payee account ("**Payee Information**"). Payee Information will include, but not be limited to, the name, telephone number, and address of the Payee and the Payee account number. You can enter Payee Information directly using the Bill Pay Service. Additions, deletions and changes to Payee Information are entered directly by you, and are communicated to Bank upon transmission of the information to Bank. Additions, deletions, and/or changes to Payees will be effective immediately. Bank may rely on the accuracy of the Payee Information provided, until such time as you notify us otherwise. Any notifications for additions, deletions, or changes must be in writing and provided to the Bank before they will be effective. Bank will have a reasonable amount of time to implement changes to your Payee Information.

4. **eBills**

You may elect to activate electronic bill statement presentment and payments ("**eBills**"), which will allow you to establish a payment schedule for such eBills to be paid through the Bill Pay Service. With the payment schedule, you can select to pay a designated fixed amount, the total amount of the bill due, the minimum amount of the bill due, or a recurring amount with a specific set of designated options based on the eBill presented for payment. In addition, you can determine the desired date you want to pay your bill; you should schedule your payments at least five (5) to seven (7) Business Days prior to the due date of the bill or upon your receipt of the eBill. You have sole responsibility for setting up eBill presentment through your third-party service providers or bill presenters ("**Billers**") and for receiving and reviewing billing statements directly from your Biller. Bank has and will have no authority to set up your eBill services with your Billers and shall have no authority or obligation to make any changes or updates to any of your personal information, including, but not limited to, name, address, phone number, email address, Internet protocol ("IP") address, or any other personal information changes or modifications with Biller. You will have sole responsibility for updating your personal information with Bank and with Biller separately. Additionally, you will be solely responsible for maintaining, protecting, and updating any and all usernames, passwords, or authentication techniques with your Biller and with Bank and their respective electronic or Internet websites. It will be your responsibility to activate eBill presentment through your Biller and set up all authorization and notification requirements. By activating your electronic billing through the Biller, you authorize Bank to act on your behalf to access your billing statements and information necessary to pay bills through eBills and the Bill Pay Service. You understand and agree that the Biller may require several billing cycles to set up your request for eBill presentment to the Bank, and you agree to schedule and plan for any delays.

You will be solely responsible for maintaining a current balance and paying all bills timely with your Billers; Bank shall have no liability whatsoever to you or the Biller for any reason for any late fees, expenses, or late payments and you agree to indemnify and hold the Bank harmless from any Biller or other third-party claims, damages, expenses, costs, or fees which arise out of or relate to eBills or the Bill Pay Service. Both Bank and the Biller reserve the right to accept or deny any payments made through the Bank Bill Pay Service for any reason. Bank's system will store up to eighteen (18) months of bill payment summary information with respect to eBills. If an eBill is received indirectly by Bank, (i.e. Bank pulls the eBill information directly from the Biller's online website for payment) it can be stored on the Bank system for up to eighteen (18) months; however, if an eBill is received directly by Bank, (i.e. the Biller distributes and sends the eBill directly to Bank's third-party payment processor for presentment on the Bank system for payment) the eBill image will be available only for the time prescribed by the Biller. The retention and ability to see eBill history will be at the discretion of the Bank and/or Biller based on how the eBills are presented and received for payment. Bank shall have no liability for eBill historical information, which is outside the control of the Bank. You must request copies of any billing statements directly through your Biller and set up eBills in accordance with Bank instructions. You should monitor and keep track of all bills paid and those pending for payment. Bank is not responsible for the accuracy of any eBills presented or received by Bank; any discrepancies or disputes regarding the accuracy of any bills or payments must be addressed directly to the Biller. As necessary, you grant Bank the right to access the necessary third-party website or system to retrieve necessary account and billing information on your behalf; however, Bank shall have no responsibility or liability for any Biller who fails to provide necessary information or data required by Bank to process an eBill in a timely manner. You are responsible for making sure your eBills are timely paid and that accurate information is provided.

5. Scheduling Bill Payments

You may electronically schedule a payment using the Bill Pay Service. Payments may be made in any amount of not less than \$1 and not exceeding \$25,000 ("Payment Range"). Your total electronic payments for any given Business Day may not exceed \$25,000 ("Daily Payment Range"). Bank reserves the right to change the Payment Range and/or the Daily Payment Range at any time. Such changes will be effective upon Bank's implementation and posting of such on its systems or website. Furthermore, Bank reserves, in Bank's sole discretion, the right to allow exceptions to the Payment Range and Daily Payment Range based upon certain criteria, including, but not limited to, total relationship with Bank, your credit scores, and/or special requests. As part of the Bill Pay Service, you will designate the Account for payments to be deducted.

6. Delivery of Bill Payments

Using the Bill Pay Service, you may "schedule" a payment for a particular date. The funds for the payment will be deducted from your Account upon the date of scheduling of the payment to Payee; this date may be different than the date a payment is scheduled to be sent or actually sent to the Payee. If your Account has insufficient funds, or is no longer an active account in good standing

with Bank, then your payment may be delayed or canceled, and you will be responsible for any fees or expenses resulting from such delay or cancellation. Transmission of the payment occurs when your payment is sent to the Payee for delivery; the date the payment is actually sent to the Payee for delivery is the "Transmit Date." The date the Payee actually receives payment may be later than the Transmit Date, and will depend on whether the payment is made electronically or by check, as discussed below.

a. Payments and Funds Verification

You may schedule payments on the same date of your request ("**Same Day Payments**"), on a future date ("**Future Payments**"), or on a recurring basis ("**Recurring Payments**"). For each of the payment types, funds will be verified and withdrawn from your Account on the same day as the payment is scheduled. In the event the funds in your Account cannot be verified by Bank, then Bank may delay or cancel your scheduled payment(s) and/or Bank may send the payment requests through its exceptions processing procedures for further Funds Verification; any exceptions processing will be in Bank's sole discretion. If your Account has insufficient funds, your payment may be delayed or canceled and Bank shall have no liability for such delay or cancellation.

b. Same Day Payments

Same Day Payments will generally be transmitted the first (1st) Business Day following the day you schedule the payment, provided you have sufficient funds in your Account, your Account is in good standing and there are no restrictions or holds on your funds. Future Payments and Recurring Payments will generally be transmitted on the scheduled payment date. If the scheduled payment date falls on a day other than a Business Day, the payment will generally be transmitted on the next Business Day following the scheduled payment date. You should schedule your payments accordingly, taking into consideration any potential transmission delays, including, but not limited to, Payee address or instruction changes, technical or transmission failures or delays and other circumstances, which may be foreseeable or unforeseeable.

c. Payment Methods

We may remit your payments by mailing your Payee a check drawn on a Bank account we maintain for this purpose, by electronic funds transfer, or by other acceptable means, as Bank may determine, unless otherwise instructed by you when you order an Expedited Payment (as defined below).

d. Processing Time

In order to provide sufficient time for payments to be received by your Payees, electronic payments must be scheduled at least three (3) Business Days prior to the due date and all

other payments must be scheduled a minimum of seven (7) Business Days prior to the date the payment is due, excluding any applicable grace periods.

e. Expedited Payments

"Expedited Payments" allow you to schedule a payment and have the payment sent on the same or the next Business Day as scheduling the payment, depending on when your Expedited Payment is scheduled. By scheduling an Expedited Payment, you may schedule and pay bills the same day electronically or cause an overnight check to be issued and sent to the Payee. For same Business Day electronic or overnight check payments, you must schedule your payment prior to 6:30 p.m. CT Monday-Friday. If you schedule an Expedited Payment after 6:30 p.m. CT Monday-Friday or on a non-Business Day, then your payment will be processed and sent the next Business Day. In addition to the foregoing Bank limitations, all Expedited Payments are subject to Payee validation, Payee established cut-off payment time frames, and Funds Verification. There is an additional premium fee for Expedited Payments, which will be assessed and charged to your Account in accordance with the Account Agreement and Disclosure and Fee Schedule. Some exceptions may apply to Expedited Payments, and you will immediately be contacted in the event your Expedited Payment request cannot be met by Bank. Once an Expedited Payment is scheduled, it cannot be canceled.

f. Payment Cancellations

Bank reserves the right to refuse, suspend or reject any payment or payment request and/or to cancel the Bill Pay Services at any time for any reason. Bank is not responsible for any returned payments or fees associated therewith, due to inaccurate information provided by you, your representatives or any third parties.

7. Stopping, Canceling or Changing Bill Payments

You may use the Bill Pay Service to electronically change the payment amount and/or the scheduled payment date of any previously scheduled payment, or to electronically cancel a previously scheduled payment, subject to the limitations herein. A Same-Day Payment may be canceled, changed or rescheduled using the Bill Pay Service any time prior to 8 p.m. CT on the scheduled payment date. Future Payments and Recurring Payments may be canceled, changed or rescheduled any time prior to 8 p.m. CT on the Business Day prior to the scheduled payment date. If your payment has already been transmitted, it may not be canceled or stopped through the Bill Pay Service. If your payment was transmitted by mailing a check, you may request a stop payment by calling the MidFirst MoneyLine at 1.866.626.3888. Bank will require your name and account number, the date drawn, the exact amount of the payment, and the Payee Information to attempt to fulfill your request. Bank may require you to put your request in writing and get it to us within fourteen (14) Business Days after your initial contact to Bank, or your stop payment order will cease to be binding. All requests to stop payment will incur the stop payment charge as set forth

in the applicable Fee Schedule. ONCE AN ELECTRONIC PAYMENT HAS BEEN TRANSMITTED, IT CANNOT BE STOPPED.

8. Liability

You specifically acknowledge and agree to be bound by all terms of the Account Agreement and Disclosure, the Online and Mobile Banking Agreement and these Bill Pay Terms. All limitations on liability set forth in the Account Agreement and Disclosure and the Online and Mobile Banking Agreement are incorporated into these Bill Pay Terms. Additionally, you agree that Bank shall not be liable in the event that a scheduled payment is transmitted in accordance with the timing specifications set forth herein, but is not received by the Payee in a timely manner. Bank may suspend, reject, delay, cancel or refuse a bill payment for any reason, and Bank shall have no liability to you or any third party for any such suspended, rejected, delayed, canceled or refused bill payment, where Bank acts in good faith. You will be responsible for (i) protecting your information, passwords, login information and other security with Bank and with any Billers; (ii) periodically updating and providing accurate and current personal information; (iii) properly following any Biller instructions for setting up and activating eBill billing statement presentment to the Bank; and (iv) fulfilling all other obligations under this Agreement. Under no circumstances will Bank, its affiliates, subsidiaries, officers, employees or representatives be liable to you or any third parties for any delayed, late or canceled payments, fees, expenses or costs due to insufficient funds in your Account, inaccurate information provided by you or your representatives, services not properly activated, Accounts with restricted funds or instructions, inactive Accounts or Accounts not in good standing with the Bank. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you and your instructions, we will be liable for your losses or damages. However, there are some exceptions:

- i. If, through no fault of ours, you do not have a sufficient Available Balance to make the transfer;
- ii. If the Services are not working properly and you know or knew about the breakdown when you started the transfer;
- iii. If your computer, Internet access, or modem is or was not working properly;
- iv. If the Payee mishandles or delays in handling payments sent by us;
- v. If you have not provided us with the correct Payee name, address, account information or payment amount, or if you provided any incorrect or inaccurate information;
- vi. If circumstances beyond our control (such as fire or flood, terrorism, government shutdown, pandemic, an act of God, system failures, or Internet down time or service provider connectivity problems) prevent the transfer, despite reasonable precautions that we have taken;

- vii. If the funds are subject to legal or other encumbrance or restriction; and/or
- viii. A state or federal government agency or authority prohibits such transfer.

9. Terminating Bill Pay

You may terminate your use of the Bill Pay Service at any time by calling the MidFirst MoneyLine at 1.866.626.3888 or by writing us at MidFirst MoneyLine, 999 NW Grand Blvd., Suite 600, Oklahoma City, OK 73118- 6054, or at such other telephone numbers or addresses as included in the Account Agreement and Disclosure, or as otherwise posted on Bank's website from time to time. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Bill Pay Service terminated. Your request to terminate the Bill Pay Service must be in writing and contain the requested date of termination. If you have scheduled payments pending with a scheduled payment date within this ten (10) Business Day period, you are responsible for separately and independently canceling those payments. Bank shall have no liability for any failed, terminated, or canceled payments following any notice of termination of the Bill Pay Service from you. If Bank has not completed processing of your termination request and you have not otherwise canceled a payment, you will be responsible for payments with scheduled payment dates during the ten (10) Business Days following our receipt of your written notice of termination. Bill payment fees will apply up and through the effective month of termination. Bank may terminate your use of the Bill Pay Service, in whole or in part, at any time with or without prior notice to you for any reason, and Bank shall have no liability whatsoever for any failed, terminated, or canceled payments due to such termination. Your access to the Bill Pay Service will terminate automatically if your Billable Account is closed, or if access to or funds in your Billable Account are restricted for any reason. Bank reserves the right to terminate your access to the Bill Pay Service if you do not access the Bill Pay Service during any ninety (90) day period. If you would like to transfer the Bill Pay Service to a different Account with Bank, you must provide at least seven (7) Business Days advance written notice to Bank. Termination will not affect your liability or obligations under these Bill Pay Terms for transactions processed by Bank on your behalf and through any termination or any transfer of Accounts.

10. Entire Agreement

These Bill Pay Terms shall constitute the complete and exclusive agreement between you and MidFirst related to the Bill Pay Service and shall supplement the Account Agreement and Disclosures, the Online and Mobile Banking Agreement, , and any other documentation, disclosures or agreements related to the Services and your Accounts. In the event of a conflict between these Bill Pay Terms and the Account Agreement and Disclosures, the Account Agreement and Disclosures will control, but only as necessary to resolve the conflict. In the event of a conflict between these Bill Pay Terms and the Online and Mobile Banking Agreement, the Online and Mobile Banking Agreement will control, but only as necessary to resolve the conflict. In the event these Bill Pay Terms conflict with the terms and conditions posted on the Bank's

website from time to time, the terms and conditions on the Bank website shall control, provided such are posted later in time to these Bill Pay Terms.

11. Governing Law and Arbitration

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT WILL BE BROUGHT IN ACCORDANCE WITH THE TERMS OF THE ACCOUNT AGREEMENT AND DISCLOSURE. YOU SPECIFICALLY ACKNOWLEDGE THAT ANY CLAIMS OR DISPUTES YOU ASSERT AGAINST BANK WILL BE SUBJECT TO THE ARBITRATION PROVISION IN THE ACCOUNT AGREEMENT AND DISCLOSURE.