Please read this MidFirst People Pay Enrollment & Customer Service Agreement ("People Pay Agreement") and save a copy for your records; if you have any questions regarding this People Pay Agreement please contact MidFirst Bank ("Bank"). This People Pay Agreement includes applicable fees, disclaimers of liability, and other matters of interest to users of the “People Pay Services.” It is recommended that you print and retain a copy of the most recent version of this People Pay Agreement for your reference and records. Any capitalized terms not defined in this People Pay Agreement will have the meanings given to them in the iManage Personal Banking® Enrollment and Internet Banking Customer Agreement ("Customer Agreement"). By using the People Pay Services, you agree to all of the terms of this People Pay Agreement, as well as confirm your acceptance of the Customer Agreement and the Account Agreement and Disclosures. Bank reserves the right to modify, change, or amend any of the Services, including the People Pay Services, and/or the terms of this People Pay Agreement or any other agreement you have with Bank, at any time, for any reason, and without notice, unless otherwise required by Applicable Law.

**PEOPLE PAY SERVICES**

This People Pay Agreement, the Customer Agreement, the Account Agreement and Disclosures, and other Account documentation and agreements applicable to your Account shall govern your use of the People Pay Services.

1. **People Pay Service.** The People Pay Service is an optional payment service that allows you to transfer funds from your Account to another individual’s account via the Internet or a mobile device. Through the People Pay Services banking feature, (which may be used in conjunction with Bank’s other iManager Personal Banking® products); you can make money payments directly from your mobile device or the Internet to another individual. If a People Pay payment is sent via a mobile number or email, the payment will be deducted from your Account on the day the recipient claims the payment. If a People Pay payment is sent via direct deposit, the payment will be immediately deducted from your Account on the same day the payment is sent. The People Pay Services are subject to applicable fees in accordance with the Bank Fee Schedule.

   a. **How People Pay Services Work.** Whether you use a mobile phone or computer, you can initiate money payments to other individuals through the People Pay Services without having to visit third-party websites or having to know the individual’s account information to which you want to send a payment. (Payees are subject to approval). The steps you are required to take in order to make a payment and transfer of funds from your Account to another individual’s account are as follows:

      - First, you must enter the individual’s name, contact information, (mobile number, email address, or bank account information), contact and payment information (i.e. amount of payment, etc.) to whom you wish to pay.
      - Secondly, an email or text alert with instructions on how to pick up the money is sent to the individual to whom you want to pay, if the People Pay payment is sent via a mobile number or email. If you choose to send funds via direct deposit, then the funds will show up in the recipient’s bank account within one to three (1-3) Business Days.
      - Lastly, the money is available for confirmation and receipt by the individual, for up to fourteen (14) days, to whom you are paying from the secure Bank People Pay Services portal. The recipient must enter their mobile number or email address, the confirmation code, and the bank account information to receive the funds.

   b. **Who You Can Pay.** You may send money payments using the People Pay Services to any individual who has the capability to receive, confirm, and authorization to collect the payment. Payments using the People Pay Services may be made only to individuals with a U.S. bank account and will be made in U.S. dollars.
c. **Service Limitations.** Any Accounts requiring two or more signatures or authorizations to withdraw or transfer funds may not be used to make payments using the People Pay Services. Bank reserves the right to limit the People Pay Services or make changes to the People Pay Services at any time in accordance with the terms of this People Pay Agreement. All transactions initiated using the People Pay Services are subject to validation and verification by Bank. If a payment cannot be completed as requested, then you will be notified via email or a text alert.

d. **Transaction Limitation.** The following transaction limits for payments using People Pay Services shall apply. Any and all money payment transactions sent using the People Pay Services to an email address, as a text to a mobile number, or sent direct deposit will be limited to $1,000.00 per transaction and you may not make more than $2,000.00 in payments per any given day using the People Pay Services.

2. **Payments.**

   a. For any payments you desire to send using the People Pay Services, you are responsible for entering the desired payment recipient’s correct mobile number, email address, name, payment amount, bank account number (or other information for direct deposits), and other necessary information for a People Pay payment. Once the information for the People Pay Service is entered for the direct deposits and you “hit” send, the payment cannot be cancelled or stopped. If you send the People Pay payment via email address or as a text message, you can cancel or edit the payment (which is not a deposit) as long as it is in an unclaimed status (i.e. it has not yet been accepted by the recipient). The People Pay payment cannot be cancelled or stopped if the payment has been claimed, declined, or expired. You are strongly encouraged to verify the accuracy of all information required for the People Pay Service prior to hitting the transmit button. The individual to whom you send a payment via email or as a text message to a mobile number will be required to enter the confirmation code and enter their bank routing number and account number in order to complete the transaction.

   b. **Stopping a Payment.** **ONCE AN ELECTRONIC PAYMENT HAS BEEN TRANSMITTED, IT CAN NOT BE STOPPED.**

3. **Statements.** All of your payments made through the People Pay Services will appear on your periodic Account statement(s). The transaction type, recipient’s name, payment amount, and the transmission date will be reflected for each payment made through the People Pay Services. You have sole responsibility to monitor and review your statements and the payments from your Account and to immediately report any suspected fraud or unauthorized access to your Account or Account information.

4. **Fees.** Any applicable fees for the People Pay Services are reflected on the Fee Schedule. If there are any fees associated with your use of the People Pay Services, then such applicable fees will be charged to your Account in accordance with the Fee Schedule, which was provided to you at the time of opening your Account or which is available upon request. The Fee Schedule is subject to change from time to time by Bank. In addition to People Pay Service fees, other fees may apply as established in the applicable Fee Schedule. **PLEASE NOTE THAT CARRIER CHARGES MAY APPLY FROM YOUR MOBILE DEVICE OR INTERNET PROVIDER, WHICH ARE SOLELY YOUR RESPONSIBILITY.** Any failure to assess any fees or charges or to assess fees or charges in any specific amount does not waive Bank’s right to increase or decrease the amount of charges at any later time for the People Pay Services. Fees are reviewed periodically and are subject to change at any time in Bank's sole discretion. In addition to the fees for the People Pay Services, you will be responsible for any other fees, including, but not limited to overdraft fees, which may be incurred in connection with the People Pay Services for insufficient funds in or Bank holds on your Account.
5. **Liability.** You specifically acknowledge and agree to be bound by all terms of the Customer Agreement and this People Pay Agreement. Additionally, you agree that Bank shall not be liable in the event that a payment is transmitted in accordance with your instructions, but is not received by the intended individual recipient, if you failed to provide complete and accurate instructions for the payment. Where Bank is found liable, Bank’s liability is strictly limited to the amount any late fee assessed and caused by a delayed payment not sent in accordance with your instructions. Bank may suspend, reject, delay, cancel, or refuse to send any payment for any reason and Bank shall have no liability to you or any third party for any such suspended, rejected, delayed, cancelled, or refused bill payment, where Bank acts in good faith. You will be responsible for (i) protecting your information, passwords, logon information, and other security with Bank and with any third parties; (ii) periodically updating and providing accurate and current personal information; (iii) properly and accurately providing recipient information; and (iv) fulfilling all other obligations under this People Pay Agreement. Under no circumstances will Bank, it affiliates, subsidiaries, officers, employees, or representatives be liable to you or any third parties for any delayed, late, or cancelled payments, fees, expenses, or costs due to insufficient funds in your Account, inaccurate information provided by your or your representatives, services not properly activated, Accounts with restricted funds or instructions, inactive Accounts, or Accounts not in good standing with the Bank. Bank, it affiliates, subsidiaries, officers, employees, or representatives shall not be liable to you or any third parties for any liabilities, damages, fees, expenses, penalties, or costs arising out of your negligence or your failure to monitor your Account and schedule payments properly and accordingly, or for any special, consequential, indirect, incidental, or punitive damages arising from or out of this People Pay Agreement.

6. **Right to Terminate.** You may terminate your use of the People Pay Services at any time by contacting the MidFirst MoneyLine at 1-866-626-3888 or by writing us at MidFirst MoneyLine, 999 N.W. Grand Blvd., Suite 600, Oklahoma City, OK 73118, 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 People Pay Services terminated. Your request to terminate the People Pay Services must be in writing and contain the requested date of termination. If you have scheduled payments pending, you are responsible for any payments sent as stated in this People Pay Agreement. Bank shall have no liability for any failed, terminated, or cancelled payments following any notice of termination of the People Pay Services from you. If Bank has not completed processing of your termination request, you will be responsible for payments scheduled during the ten (10) Business Days following our receipt of your written notice of termination. People Pay Service fees will apply up and through the effective month of termination. Bank may terminate your use of the People Pay Services, 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 cancelled payments due to such termination. Your access to the People Pay Service will terminate automatically if your Account is closed or any reason or if access to or funds in your Account are restricted for any reason. Bank reserves the right to terminate your access to the People Pay Services if you do use the People Pay Services during any six (6) month period. If you would like to transfer the People Pay Services 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 this People Pay Agreement for transactions processed by Bank on your behalf and through any termination or any transfer of Accounts.

7. **Changes to this Agreement.** This People Pay Agreement is subject to change, amendment, or modification at any time at the sole discretion of Bank at any time and such changes will be effective immediately when posted by Bank. Bank will provide notice of such changes only as required by Applicable Law. Your continued use of the People Pay Services will be deemed as your acceptance of the changes, amendment, or modification of the People Pay Agreement terms.

8. **Notices to You.** You agree that Bank may provide any notice as required by this People Pay Agreement by posting such notice to the Bank’s website; alternatively notice may also be effective if (i) sent by Bank to the email address
you have provided to Bank, or (ii) by U.S. mail to the street address you provided Bank. The method of notice is at Bank’s sole discretion and will be in accordance with Applicable Law; any notices sent to you by email or U.S. mail will be effective upon mailing.

9. **Electronic Disclosures.** You acknowledge and agree that Bank may make available exclusively via the Bank website any and all disclosures required by law, which may be permissibly given electronically. For reference purposes, you should print out the disclosures in order to retain a copy of them for your records. If at any time you are unable to print your disclosures, or should you wish to withdraw your consent to electronic receipt of disclosures, please contact the MidFirst MoneyLine at 1-866-626-3888, so that the disclosures may be mailed to you in paper form.

10. **Subject to Approval.** You represent that you are at least eighteen (18) years of age; you must be at least eighteen years of age to be eligible to sign up for People Pay Services. The availability of the People Pay Service is subject to your complete and accurate application and enrollment, which is further subject to Bank’s final review and approval. The Bank will notify you in writing if your application or enrollment for People Pay Service is rejected or declined. You agree to only provide accurate information and to not misrepresent or falsify any information you provide to the Bank. Any actions taken by any persons under the age of eighteen will be deemed to have been taken by the minor’s legal guardian and the legal guardian of the minor shall remain liable for any and all acts of its minors.

11. **Entire Agreement.** This People Pay Agreement, the Customer Agreement, the Account Agreement and Disclosure, Fee Schedule, and other applicable Bank required enrollment and agreement documents shall constitute the complete and exclusive agreement between you and Bank related to the People Pay Services and shall supplement the Bank Account Agreement and Disclosures related to your Account. In the event of a conflict between the Customer Agreement and this People Pay Agreement, this People Pay Agreement will control with respect to the People Pay Services. In the event of a conflict between this People Pay Agreement and the Account Agreement and Disclosures or any other disclosure(s) related to your Account, or any statement by our employees or agents, this People Pay Agreement shall control only as to the People Pay Services; the Account Agreement and Disclosure shall control with respect to any other terms and conditions. In the event that any provision of this People Pay Agreement conflicts with People Pay Service terms of use posted on our website from time to time, the website terms shall control, provided such are posted later in time to this People Pay Agreement.

12. **Electronic Fund Transfers.** You acknowledge receipt of the applicable electronic fund transfer disclosures as provided in your Account Agreement and Disclosure and in the Customer Agreement. Such disclosures are applicable to Automated Clearing House (“ACH”) transactions transmitted from Consumer Accounts using the People Pay Services. As to the People Pay Services, you represent and agree that you will comply with, and cooperate with the Bank in its efforts to comply with, Applicable Laws. You represent and warrant that you are not and shall not violate the OFAC enforced sanctions and that you are not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions.

13. **Governing Law.** ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS PEOPLE PAY AGREEMENT WILL BE BROUGHT IN ACCORDANCE WITH THE TERMS OF THE ACCOUNT AGREEMENT AND DISCLOSURE.

As an authorized owner on the Account and/or User of the People Pay Services, I represent that I have full authority to accept this People Pay Agreement and all of the terms and conditions herein. I represent that I am at least eighteen (18) years of age or that I am a legal guardian of the person under the age of 18 and that by agreeing to the terms of this People Pay Agreement, I represent that I am duly authorized under Applicable Law to be bound to the terms of this People Pay Agreement and that I (or my guardian) shall be held responsible for any and all actions in connection with the People Pay Services. By selecting “Agree,” the User acknowledges that it has read this People Pay Agreement and agrees to the terms and conditions herein.

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