Please read this MidFirst Bill Payment Enrollment & Customer Service Agreement ("Bill Payment Agreement") and save a copy for your records; it is recommended that you print and retain a paper copy of the most current version of this Bill Payment Agreement for your reference and records. If you have any questions regarding this Bill Payment Agreement or any updates hereto, please contact MidFirst Bank ("Bank"). This Bill Payment Agreement includes applicable fees, disclaimers of liability, and other matters of interest to users of the "Bill Payment Services" (as defined below). Any capitalized terms not defined in this Bill Payment Agreement will have the meanings given to them in the iManage Personal Banking® Enrollment and Internet Banking Customer Agreement ("Customer Agreement"). By using the Bill Payment Services, you agree to all of the terms of this Bill Payment 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 Bill Payment Services, and/or the terms of this Bill Payment Agreement or any other agreement you have with Bank, at any time, for any reason, and without notice, unless otherwise required by Applicable Law. The updates will be made available to you.

**BILL PAYMENT SERVICES**
This Bill Payment 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 Bill Payment Services, (as defined below).

1. **The Bill Payment Service.** The Bill Payment Service is an optional Internet banking feature, which may be used in conjunction with Bank's iManage Personal Banking® product; where you may schedule payments directly from your authorized and designated Accounts to third parties whom you have selected in advance to receive payments ("Payees") through the iManage Personal Banking® bill payment services ("Bill Payment Services"). You may make payments through the Bill Payment Services 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 Payment Services to individuals, family, or friends for non-business 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 4,999 Payees on your Payee list. Payments may be made only to Payees with a U.S. payment address. Any Accounts requiring two or more signatures or authorizations to withdraw or transfer funds may not be used as a Billable Account.

2. **Payee List.** 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 Payment 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. Bank will endeavor to update all Payee Information change requests within one (1) full Business Day of Bank's receipt of the request.

3. **eBills.** You may also select the option 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 Payment Services. 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 reoccurring 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 you 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 not 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 the 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 Payment Services. 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 Payment Services. Both Bank and the Biller reserves the right to accept or deny any payments made through the Bank Bill Payment Services for any reason. The Bank 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 (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) by Bank, 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.

4. **Scheduling Payments.** You may electronically schedule a payment using the Bill Payment Services. Payments may be made in any amount of not less than $1.00 and not exceeding $25,000.00 ("Payment Range"). Your total electronic payments for any given Business Day may not exceed $25,000.00 ("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, 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 Payment Services, you will designate the Account for payments to be deducted and if you set up payments for recurring payments, then you will receive notification of the amount to be paid from your designated Account, at least five (5) Business Days prior to the funds being withdrawn from your Account.

5. **Delivery of Your Payments.** Using the Bill Payment Services, 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 cancelled 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.

(i) 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 cancelled and Bank shall have no liability for such delay or cancellation.

(ii) 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 and 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.

(iii) 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).

(iv) 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.

(v) Expedited Payments. "Expedited Payments" allow you to schedule a payment and have the payment sent on 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 6:45 p.m. CT Monday-Friday. If you schedule an Expedited Payment after 6:45 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. 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 cancelled.

(vi) Payment Cancellations. Bank reserves the right to refuse, suspend, or reject any payment or payment request and/or to cancel the Bill Payment 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.

6. Same Day Payments. You may schedule Same Day Payments on the same day that you submit the Payee Information or schedule a payment with the Bill Payment Services, provided all Same Day Payments must be requested and initiated prior
to 8:00 p.m. central time (“CT”) to be considered scheduled the same day you submitted the information and requests. Same Day Payments refer to the scheduled payment date and not to the transmission date, as described above in Paragraph 4(ii).

7. **Future Payments.** You may schedule a payment up to 364 days in advance.

8. **Recurring Payments.** You may schedule payments to Payees to be automatically transmitted in a fixed amount on a monthly, quarterly, weekly, semi-monthly, semi-annual, annual, or other frequency. If a Recurring Payment date is a day, which does not exist in a certain month, then the payment will be transmitted on the next Business Day of the month or the last day of the month.

9. **Stopping, Canceling or Changing Bill Payments.** You may use the Bill Payment 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 Payment Service any time prior to 8:00 PM CT on the scheduled payment date. Future Payments and Recurring Payments may be canceled, changed or rescheduled any time prior to 8:00 p.m. CT on the Business Day prior to the scheduled payment date. If your payment has already been transmitted it may not be cancelled or stopped through the Bill Payment Services. If your payment was transmitted by mailing a check, you may request a stop payment by contacting 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 CAN NOT BE STOPPED.**

10. **Statements.** All of your payments and funds transfers made through the Bill Payment Services will appear on your periodic Account statement(s). The transaction type, Payee name, payment amount, and the Transmit Date will be reflected for each payment made through the Bill Payment Services. You have sole responsibility to monitor and review your statements and the bill paid from your Billable Account and to immediately report any suspected fraud or unauthorized access to your Account or Account information.

11. **Fees.** Applicable fees will be charged to your Billable Account for your Bill Payment Services, 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 Bill Payment 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 Bill Payment 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 Bill Payment Services, you will be responsible for any other fees, including, but not limited to overdraft fees, which may be incurred in connection with the Bill Payment Services for insufficient funds in or Bank holds on your Account.

12. **Liability.** You specifically acknowledge and agree to be bound by all terms of the Customer Agreement and this Bill Payment Agreement. 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. You further agree that in any event, notwithstanding the cause of action or theory of liability, Bank’s liability related to the timeliness of transfers will not exceed the lesser of Payee’s late fee related to the particular late payments or $25.00. 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, 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
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 presentation to the Bank; and (iv) fulfilling all other obligations under this Bill Payment 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 accordingly, or for any special, consequential, indirect, incidental, or punitive damages arising from or out of this Bill Payment Agreement.

13. **Right to Terminate.** You may terminate your use of the Bill Payment 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 73118-6054, 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 Payment Services terminated. Your request to terminate the Bill Payment Services 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 cancelling those payments. Bank shall have no liability for any failed, terminated, or cancelled payments following any notice of termination of the Bill Payment Services 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 Payment 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 Bill Payment 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 Payment Services if you do not access the Bill Payment Services during any ninety (90) day period. If you would like to transfer the Bill Payment 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 Bill Payment Agreement for transactions processed by Bank on your behalf and through any termination or any transfer of Accounts.

14. **Changes to this Agreement.** This Bill Payment 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 Bill Payment Services will be deemed as your acceptance of the changes, amendment, or modification of the Bill Payment Agreement terms.

15. **Notices to You.** You agree that Bank may provide any notice as required by this Bill Payment 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.

16. **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.
17. **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 Bill Pay Service and agree to the terms of this Agreement. The availability of the Bill Payment 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 Bill Payment 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 be 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.

18. **Entire Agreement.** This Bill Payment 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 Bill Payment Service and shall supplement the Bank Account Agreement and Disclosures related to your Billable Account and/or other Accounts. In the event of a conflict between the Customer Agreement and this Bill Payment Agreement, this Bill Payment Agreement will control with respect to the Bill Payment Services. In the event of a conflict between this Bill Payment Agreement and the Account Agreement and Disclosures or any other disclosure(s) related to your Billable Account or other Accounts, or any statement by our employees or agents, this Bill Payment Agreement shall control only as to the Bill Payment Services; the Account Agreement and Disclosure shall control with respect to any other terms and conditions. In the event that any provision of this Bill Payment Agreement conflicts with Bill Payment Service terms of use posted on our website from time to time, the website terms shall control.

19. **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 Bill Payment Service.

With respect to any ACH transfers transmitted using the Bill Payment Service from Business Accounts, you agree (1) that such transactions are governed by the rules of the National Automated Clearing House Association (“NACHA”) and appendices to the NACHA rules, as amended from time to time (“Rules”); and (2) that you will comply with the Rules and Applicable Law at all times, as may be changed or amended from time to time.

As to all Bill Payment Services, you represent and agree that you will comply with, and cooperate with the Bank in its efforts to comply with, Applicable Laws, including, but not limited to regulations promulgated by the Office of Foreign Asset Control (“OFAC”) of the United States Treasury Department and laws and regulations relating to financial institution recordkeeping and reporting. 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.

20. **Governing Law.** ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS BILL PAYMENT 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 Bill Payment Services, I represent that I have full authority to accept this Bill Payment 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 Bill Payment Agreement, I represent that I am duly authorized under Applicable Law to be bound to the terms of this Bill Payment Agreement and that I (or my guardian) shall be held responsible for any and all actions in connection with the Bill Payment Services. By selecting “Agree,” the User acknowledges that it has read this Bill Payment Agreement and agrees to the terms and conditions herein.

*iManage Personal Banking® is a copyright of MidFirst Bank.*