



## MidFirst Bank Virtual Cash VISA<sup>®</sup> Prepaid Card & Website

### Terms & Conditions

Read this Agreement thoroughly before you sign or use your Card and keep it for future reference. By submitting your order for a MidFirst Bank Virtual Cash VISA<sup>®</sup> Prepaid Card ("MidFirst Virtual Cash Card") you as the Sponsor are agreeing to all the terms and conditions herein, including those applicable to the Sponsor and Cardholder. By signing, using or accepting your MidFirst Bank Virtual Cash VISA<sup>®</sup> Prepaid Card ("MidFirst Virtual Cash Card"), you as the Cardholder agree to be bound by the terms and conditions contained in this Agreement which will govern the use of the Card. The Card will remain the property of MidFirst Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep a copy for your future reference.

### Definitions

In this Agreement, the:

"Business Day" means Monday through Friday, 8:00am to 5:00pm, except legal holidays.

"Card" means MidFirst Bank Virtual Cash VISA<sup>®</sup> Prepaid Card issued by MidFirst Bank, which maintains your MidFirst Virtual Cash Card account.

"Cardholder" means any person who is authorized by the Sponsor to use the Card. Cardholder's name is embossed on the card.

"Card Account" means a special account associated with the Card from which funds are debited for purchases and other transactions made using the Card. The Card Account is not a MidFirst Bank account.

"Funding Account" means a MidFirst Bank personal checking or savings account from which the Sponsor or Gift Giver may transfer funds to the Card Account.

"International Transaction" means any transaction wherein the merchant's financial institution is located in a different country than the card issuing financial institution. Thus, a transaction over the Internet may qualify as an international transaction. MidFirst is not responsible for advance determination or notification to you of whether a transaction is an International Transaction.

"Overdraft" means a transaction or series of transactions that exceeds the funded balance in the Card Account. Overdrafts are not permitted.

"Sponsor" means the person who requests the Card and controls all aspects of the Card's use.

"Gift Giver" means a person, approved by the Sponsor, who can add money to the Card.

"You", "your" and "yours" mean the Sponsor and/or Cardholder, as applicable.

"We", "us", and "our" mean MidFirst Bank ("MidFirst").

### **Important Information About Opening Your New Account**

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

### **MidFirst Virtual Cash Card**

1. The Card is a proprietary form of a Visa Debit Card. The Card accesses a special account (the Card Account) that the Sponsor has opened on behalf of the Cardholder. The Sponsor may be the same person as the Cardholder. The Card is not directly linked to any account other than the Card Account as defined herein. The Card is not a credit card. No interest will be paid on any balances in the Card Account.
2. Card balances are FDIC-insured.
3. In conjunction with the Card and the rules associated therewith, Sponsors and Gift Givers must be MidFirst Bank customers.
4. As part of the account set up process, the Sponsor will establish a designated Funding Account from which the Sponsor may transfer funds to the Card Account. The Funding Account must be a MidFirst Account. You as the Sponsor may change the Funding Account from time to time and may have more than one Funding Account for a Card Account.
5. During the account set up process, you as the Sponsor will notify us of the name, address, Social Security Number and date of birth of the Cardholder you authorize to use the Card. Only one Cardholder may be authorized to use each Card. If you would like to authorize multiple Cardholders to use a Card, each Cardholder must have a separate Card (with its own Card Account) established.
6. As part of the account funding process, the Sponsor may designate Gift Giver(s) who may then establish a designated funding account from which the Gift Giver may transfer funds to the Card Account. The Funding Account must be a MidFirst Account.

### **Using Your MidFirst Bank Virtual Cash Card**

1. The MidFirst Bank Virtual Cash Card can be used to:
  - Pay for purchases of goods or services (up to the amount available in your Card Account, signature-based only) at merchants who accept Visa debit cards, and have agreed to accept the Card ("point-of-sale transactions").
  - Withdraw available cash or obtain a balance inquiry from automated teller machines (ATM). See "Virtual Cash Card Limits" and "Service Charges" below.
  - Access our on-line services to obtain Card account balances and review recent Card account history.
  - Access our telephone customer services number listed below.
2. Neither the Sponsor nor the Cardholders may transfer the cash balance available on the Card to another bank or debit or credit card product. Cash advance not available.
3. The Cardholder will be required to create a Personal Identification Number (PIN) when the Cardholder activates the Card. The PIN will allow the Cardholder to use the Card at an ATM. The Card and PIN are provided for the Cardholder's use and protection. By signing, using, or accepting your MidFirst Virtual Cash Card, you as the Cardholder agree to:
  - not disclose the PIN nor record it on the Card or otherwise make it available to anyone else;
  - use the Card, the PIN and any ATM or point of sale terminal only as instructed;

- promptly notify us of any loss or theft of your Card or PIN; and
  - be liable for any transactions made by a person you authorize or permit to use your Card and/or PIN. If you permit someone else to use your Card, we will treat this as if you have authorized this person to use your Card and you will be responsible for any transactions initiated by such person with your Card.
  - not use the Card to engage in activities deemed illegal by federal and/or state laws, including but not limited to internet gambling. If the Cardholder uses the Card to engage in certain activities deemed illegal by federal and/or state laws, you and the Cardholders will nevertheless be liable for any authorized transactions made by the use of the Card.
4. You as the Sponsor may suspend or revoke the Cardholder's permission to use the Card. You are responsible for all transactions initiated or approved by the Cardholder unless and until we receive notice of your intent to suspend or revoke the Cardholder's authorization to use the Card. You may notify us by calling (866) 952-3796. Your revocation of the Cardholder's authorization to use the card will result in cancellation of the card.
  5. The Sponsor or an approved designated Gift Giver may load value onto the Card at any time using a MidFirst Bank Funding Account. Upon authorization, this will cause monies to be funded into the Card Account accessed by the Card, making such funds available for use by the Cardholders to make designated transactions. Approved transfers from a Funding Account will become available for use by the Card on the Business Day such transfer was made. Any transfer conducted after 2:00pm on a Business Day, or on a non-Business Day, will be deemed received as of the following Business Day.
  6. When the Cardholder uses the Card to obtain goods or services or to obtain cash, the merchant may attempt to obtain preauthorization from the Card account for the transaction. A three (3) day hold may be placed on the Card account for the amount of the preauthorization request. If the preauthorization request amount varies from the actual transaction posting amount, the preauthorization hold amount may remain on the account until the three (3) days expires. As a result, subsequent preauthorization requests against the hold amount may cause the transaction to be declined.
  7. If the Cardholder uses the Card number without presenting the Card (such as for a mail order or telephone purchase), the legal effect will be the same as if the Cardholder used the Card itself. For security reasons, we may limit the amount or number of transactions that can be made during a period of time using the Card. The Card cannot be redeemed for cash, but you may remove funds from the Card in accordance with the instructions on the Virtual Cash Card Website.
  8. You and the Cardholders are entitled to receive a transaction record or receipt each time a transaction is completed using the Card at an electronic terminal or ATM. In addition, all Card transactions will be listed separately on the MidFirst Virtual Cash Card website. MidFirst Bank charges a fee (described below under "Service Charges") for balance inquiries at an ATM or electronic terminal. Additional fees may be imposed by an ATM operator when you initiate a transaction or make a balance inquiry, and by any network used to complete the transaction.

**MidFirst Virtual Cash Card Limits**

1. The following card limits have been set by MidFirst Bank for each Card.
 

1. Card funding minimum	\$10.00
2. ATM withdrawals	\$205.00
3. Signature POS transactions	\$500.00
4. Daily funding maximum	\$500.00

- |                             |            |
|-----------------------------|------------|
| 5. Monthly funding maximum* | \$1,000.00 |
| 6. Maximum allowed on Card  | \$1,500.00 |

\*Monthly funding limit is based on the date of the first load.

- The Sponsor has the ability to set lower ATM limits on each Cardholder's MidFirst Virtual Cash Card.

### Service Charges

- You agree that the following fees and service charges apply to the Card Account except as otherwise specified below:

- |   |        |
|---|--------|
| 1. Account set up (charged to Funding Account)                        | \$8.00 |
| 2. Lost/stolen card replacements                                      | \$5.00 |
| 3. Expired card reissuance  | FREE   |
| 4. Non-MidFirst ATM Withdrawal Fee (International or Domestic)        | \$1.00 |
| 5. Non-MidFirst ATM Balance Inquiry (International or Domestic)       | \$.50  |
| 6. VRU Transaction (Balance Inquiry, Transaction History, PIN Change) | \$.50  |

NOTE: 5 free VRU transactions per month, per card

- Inactive Account (monthly fee for each month of inactivity after 12 months of no activity) \$5.00**

### Payment

- Each time the Cardholder uses the Card; the amount of the transaction will be debited from Card Account.
- You as the Sponsor and as the Cardholder acknowledge and agree that Overdrafts of the Card Account are not permitted. MidFirst Bank may decline any purchase or other transaction for which funds are not available in the Card Account, and shall not be liable or responsible to you for any circumstances arising out of our failure to approve or complete any transaction.
- MidFirst may, at its sole discretion, allow a transaction which exceeds the funded balance in the Card Account ("Overdraft Transaction"), but shall not at any time be required to do so. The allowance of an Overdraft Transaction at one given time shall not give rise to any requirement to allow any other Overdraft Transaction at any other time. If an Overdraft occurs, you shall remain fully responsible for the amount of the purchases approved or the cash withdrawn, plus any service charges, which exceeded the balance available on the Card ("Overdraft Charges"). You agree to immediately forward payment to us for all Overdrafts and Overdraft Charges. At its sole discretion and at any time, without prior notice to you, MidFirst Bank shall have the right to automatically debit the amount of all Overdrafts and Overdraft Charges from current or future transfers of funds to the Card, or from any other account you as the Sponsor or Cardholder maintain at MidFirst Bank, including any Funding Account. In the event such debit creates an overdraft to your MidFirst Bank account, MidFirst Bank shall not be liable for any damages or charges of any kind as a result of such overdraft, and shall have no obligation to check the account balance in advance of such debit or to avoid creation of an overdraft. You agree to pay any overdraft fees resulting from such overdraft of your MidFirst Bank account in accordance with your Account Agreement and Disclosure which you received at account opening, as may be amended from time to time.

### **Failure to Complete Transactions**

1. We shall not be required to approve or complete any transaction for which adequate funds have not been supplied by you according to the rules of the Card.
2. Likewise, we accept no responsibility for funding delays that are the result of late receipt of funding payments by you to the Card account.
3. We are not responsible if there are inadequate funds in the Card Account to complete a particular transaction. You or the Cardholders may, however, split the purchases between the Card and another credit or debit card or cash. If you or the Cardholders are uncertain as to your exact balance available on the Card, please review your Card account online, or call (866) 952-3796, to verify the Card's available balance prior to attempting to make a purchase.
4. MidFirst Bank will not be responsible or liable for the failure of a transaction in the event of any circumstances that are not reasonably within our control, including but not limited to the following:
  - i. If any merchant or other third party fails to accept or honor the Card, or is otherwise unwilling or unable to complete the transaction;
  - ii. If the ATM where you are attempting to make a cash withdrawal does not have enough cash;
  - iii. If an electronic terminal where you are making a transaction does not operate properly;
  - iv. If circumstances beyond our control, such as fire, flood, or computer or communication failures, prevent the completion of the transaction despite reasonable precautions we have taken;
5. We are not responsible or liable for failure to complete a transaction in the event access to your Card has been blocked after you reported the Card lost or stolen, or if the Sponsor has suspended or revoked use, or if there is a hold or your funds are subject to legal process or other encumbrance restricting their use.
6. MidFirst Bank will not be responsible or liable for failure to complete a transaction if we have reason to believe, in our sole discretion, that the requested transaction is unauthorized;
7. You specifically agree that MidFirst Bank shall not, under any circumstances, be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages.

### **Disputes/Returns and Refunds**

1. You as the Sponsor and as the Cardholder agree to settle all disputes about purchases made using the Card with the merchant who honored the Card.
2. If you as the Sponsor or as the Cardholder are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to your Card account in place of cash.

### **International Transactions**

1. Foreign Currency Exchange Rates - If the Cardholder uses the card for an International Transaction in foreign currency, Visa International will convert the transaction amount from the foreign currency amount to a United States Dollar amount, in accordance with its currency conversion procedures set forth in its Operating Regulations in effect at the time the transaction is processed. Currently those regulations provide that the currency exchange rate is either (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing dates, which rate may vary from the rate Visa itself receives, or (2) a government-mandated rate in effect for the applicable central processing date. The currency exchange rate in effect on the

processing date may differ from the rate in effect on the transaction date or on the posting date.

2. International Service Assessment (ISA) Fee - An ISA fee is charged for each International Transaction, whether or not currency is converted. If there is no currency conversion (a "single currency transaction"), the ISA Fee is 0.8% of the transaction amount. If there is a currency conversion (a "multi-currency transaction"), the ISA fee is 1% of the transaction amount.

#### **Loss, Theft or Unauthorized Use**

1. **You as the Sponsor and the Cardholder are responsible for all authorized uses of the Card. A transaction is "authorized" if it was initiated or approved by the Cardholder, and you have not notified us, in accordance with the instructions contained in this Agreement, of any revocation or suspension of the Cardholder's authorization to use the Card.** Applicable law and/or certain policies of Visa may protect you from liability for unauthorized purchases. You understand that the Card is not a credit card and is not protected by laws covering credit cards such as the federal Truth in Lending Act.
2. Notify us AT ONCE if you believe the Card and/or PIN have been lost or stolen, or if you believe that an unauthorized use of your Card has occurred. Telephoning is the best way of MINIMIZING YOUR POSSIBLE LOSSES. IF YOU AS THE SPONSOR OR AS THE CARDHOLDER BELIEVE THAT THE CARD OR PIN HAS BEEN STOLEN, OR THAT SOMEONE HAS ACCESSED OR MAY ACCESS MONEY FROM THE CARD WITHOUT YOUR PERMISSION, CALL US AT (866) 952-3796. IF YOU FAIL TO NOTIFY US PROMPTLY AND YOU ARE GROSSLY NEGLIGENT OR FRAUDULENT IN THE HANDLING OF YOUR CARD, YOU COULD LOSE ALL THE MONEY IN THE CARD ACCOUNT. If you tell us of the lost or stolen Card and/or PIN within 2 Business Days after you learn of the loss or theft, you can lose no more than the lesser of \$50 or the liability limit for your Card (see Visa Zero Liability Policy information below) if someone uses the Card without your permission or the Cardholder's permission. If you do NOT notify us within 2 Business Days after you learn about the loss or theft of your Card and/or PIN and we can prove we could have stopped someone from using your Card and/or PIN without your permission if you had told us within 2 Business Days, you could lose as much as \$500. Also, if your statement indicates transactions that were unauthorized, notify us at once. If you do not notify us within 60 days after the statement was made available to you, then you may not be able to recover any money you lose after the 60 day period if we can prove that we could have stopped someone from making an unauthorized transfer if you had notified us within 60 days. If you were grossly negligent or committed fraud in handling the Card, the amount of money you could lose for unauthorized purchases could increase to the maximum allowed by law. If your Card has been reported lost or stolen, we will close your account to minimize losses.
3. The Visa Zero Liability Policy, which is described more fully on Visa's website at [www.usa.visa.com](http://www.usa.visa.com), provides that the Company shall not be liable for certain unauthorized transactions, as long as the Company complies with Bank's timely notification requirements. Company acknowledges and agrees that certain types of transactions, including but not limited to ATM transactions and certain point-of-sale transactions that are not processed by the Visa network, are not subject to the Visa Zero Liability Policy. Company further acknowledges that the Visa Zero Liability Policy is subject to change, cancellation or modification at any time, and that use of the Card after notice of such changes has been posted on the Visa website at [www.usa.visa.com](http://www.usa.visa.com) shall be considered acceptance of such changes.

### **The following Notice Contains Information about Your Right to Dispute Errors**

1. In case of errors or questions about electronic transactions on the Card, call (866) 952-3796 or write us at MidFirst Bank 501 NW Grand Blvd, Oklahoma City, OK 73118 as soon as you as the Sponsor or as the Cardholders can, if you think the Card statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after the transaction in question has been made available to you on the online statement.
2. The following information must be contained in that notice:
  - i. Cardholders' name and Card account number
  - ii. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
  - iii. The dollar amount of the suspected error.
3. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
4. Generally, we will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will re-credit the Card account within ten (10) business days for the amount you think is in error so that you and the Cardholders will have use of the money during the time it takes us to complete our investigation. Because we ask you to put your complaint or question in writing, if we do not receive written confirmation of your oral notice within 10 business days, we will not re-credit the Card account. If notice of an error involves an electronic fund transfer that was initiated other than in any state, territory or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any political subdivision of any of the above; or involves an electronic fund transfer resulting from a POS debit card transaction, the applicable time periods for action shall be ninety (90) calendar days in place of the forty five (45) calendar days.
5. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

### **Disclosure of Account Information**

1. Please read the MidFirst Privacy Statement found on this web site for a full disclosure of our Privacy Policy, which applies to your MidFirst Virtual Cash Card.

### **Waiver Release from Third Parties**

1. Unless the law provides otherwise, you and the Cardholders waive and release us from any obligations that could arise due to defenses, rights and claims you or the Cardholders have or may have against any third party on account of the use of the Card.

### **No Right to Stop Payment**

1. You understand and agree that neither the Sponsor nor the Cardholder is permitted to stop payment on any purchase made using the Card.

### **Amendment/Cancellation**

1. We may at any time amend these terms and conditions. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. You specifically agree to accept such notice of change by notice sent to the last electronic mail address you have provided to us. However, changes made for security

purposes, can be implemented without prior notice. You can review the current Agreement on our website at [www.midfirst.com](http://www.midfirst.com). If you notify us that either the Change in Terms and Conditions is not acceptable or that you no longer agree to accept to receive notices of Change in Terms and Conditions electronically, we may cancel or suspend this Agreement or any features or services of the Card at any time. You can notify us by:

1. (888) MIDFIRST (643-3477)
  2. MidFirst Bank, Attn Card Services, PO Box 76149, Oklahoma City, OK 73147
2. We may cancel your right to use the Card at any time. However, your obligation under this Agreement and any charges made under it prior to cancellation will remain your responsibility. Any Card which we supply to you is our property and must be returned to us immediately upon demand or upon notice of cancellation or withdrawal of your Card. Any monies remaining on the Card account will be returned to you by transfer to your MidFirst account, issuance of an official check, such other form of tender as we deem appropriate, in our sole discretion.
  3. You may cancel this Agreement by calling telephone customer service at (866) 952-3796 and closing your account. Any termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. Upon receipt of your notice, the Card will be cancelled. Before cancelling your Card, you may remove any remaining funds from the Card Account by accessing the Virtual Cash Card website, selecting the "Remove Funds" option, and following the instructions. **Any funds not removed from the Card Account prior to your cancellation will not be returned to you after cancellation.**

#### **Governing Law**

1. This Agreement and its performance shall be governed by the laws of the state of Oklahoma, United States of America, without regard to its conflict of laws provisions. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Oklahoma County, the State of Oklahoma, United States of America, in all questions and controversies arising out of your use of this Card product and this Agreement. Some states may not permit such consent, so the foregoing may not apply to you.

#### **Other Terms**

1. The Card and your obligations under this Agreement may not be assigned except to an authorized user who is an approved enrollee in the program. We may transfer our rights under this Agreement.
2. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.
3. We do not give up our rights by delaying or failing to exercise them at anytime.
4. If any term of this Agreement is found by a court to be illegal or not enforceable, all other terms will still be in effect.
5. If we take legal action against you because of default in the terms of this Agreement, you must pay reasonable attorney's fees and other costs of the proceedings. Your responsibility for fees and costs shall in no event exceed the maximum allowed by law.

#### **MidFirst Virtual Cash Card Website**

1. This web site ("Site"), and each of its modules, is operated on behalf of MidFirst Bank ("Bank"). Some of the content found on this Site is owned by third party providers and distributors. None of the content or data found on this Site may be reproduced, republished, distributed, sold, transferred, or modified without the prior express written

permission of Bank and/or its third party providers and distributors. In addition, the trademarks, logos and service marks displayed on this Site (collectively, the "Trademarks") are registered and common law Trademarks of the Bank, their respective parent, subsidiaries, affiliates, and various third parties. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the prior written permission of the Bank or such other party that may own the Trademarks.

2. Your use of this Site is expressly conditioned on your acceptance of the following terms and conditions.

## **Confidentiality and Security**

**Please see MidFirst Bank's Online Privacy Statement and Customer Information Disclosure for more information about the confidentiality and security of your personal information.**

## **Use of the MidFirst Virtual Cash Card Website**

1. You may only use this Site for your personal and non-commercial use to acquire the MidFirst Virtual Cash Card product and to manage the use of the Card.
2. Unauthorized use of this Site and/or the materials contained on this Site may violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials.
3. You are solely responsible for all conduct and transmissions that take place under your user name and password and under the Cardholder's user name and password. You represent, warrant and covenant that your use of the Site, or the Cardholder's use of the Site, shall not:
  - violate any applicable local, state, national or international law, statute, ordinance, rule or regulation;
  - interfere with or disrupt computer networks connected to the Site;
  - impersonate any other person or entity, or make any misrepresentation as to your employment by or affiliation with any other person or entity;
  - forge headers or in any manner manipulate identifiers in order to disguise the origin of any User Information;
  - upload, post, transmit, publish, or distribute any material or information for which you do not have all necessary rights and licenses;
  - upload, post, transmit, publish, or distribute any material which infringes, violates, breaches or otherwise contravenes the rights of any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;
  - interfere with or disrupt the use of the Site by any other user, nor "stalk", threaten, or in any manner harass another user;
  - upload, post, transmit, publish, or distribute any material or information which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of the Site, or that of other computer systems;
  - use the Site in such a manner as to gain unauthorized entry or access to the computer systems of others;

- upload, post, transmit, publish or distribute any material or information which constitutes or encourages conduct that would constitute a criminal offense, give rise to other liability, or otherwise violate applicable law;
- upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable; or
- reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes the Site, or any component thereof (including, but not limited to any materials or information accessible through the Site).

#### **MidFirst Virtual Cash Card Website User Information**

1. You will provide information to the Bank during the enrollment process and to the Bank during the course of the use of the Site (the "User Information").
2. You represent and warrant: (1) that all User Information is accurate and complete at the time of enrollment, and (2) that User Information will be continuously updated such that the User Information shall at all times be current, accurate, and complete.

#### **MidFirst Virtual Cash Card Website Errors and Delays**

We are not responsible for any errors or delays in responding to an email or any qualification form caused by an incorrect e-mail address provided by you or other technical problems beyond our control.

#### **MidFirst Virtual Cash Card Website License and Site Access**

We grant you a limited license to access and make personal use of this Site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of MidFirst. This license does not include any resale or commercial use of this Site or its contents. Any reproduction, duplication, copying, selling or reselling, visiting, or other use of this Site or any content thereof for any commercial purpose is expressly prohibited without express written consent of MidFirst. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Midfirst.com without express written consent from MidFirst Bank. You may not use any meta tags or any other "hidden text" utilizing the MidFirst name or trademarks or those of any MidFirst Bank affiliates without the express written consent of MidFirst.

#### **DISCLAIMERS AND LIMITATIONS**

THIS SITE IS PROVIDED ON AN "AS IS" BASIS. MIDFIRST BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, MIDFIRST BANK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BY USING THIS SITE, YOU AGREE MIDFIRST BANK WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

#### **MidFirst Virtual Cash Card Website Content**

The Site provides users with the opportunity to send e-mails, submit suggestions, comments, questions, or other information. Users are prohibited from e-mailing, submitting or posting content that is, in MidFirst Bank's sole discretion, deemed to be obscene, threatening,

defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, including but not limited to political campaigning, commercial solicitation, chain letters, mass mailings, and/or any form of "spam." You are prohibited from introducing any content to the Site that may contain software viruses. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead Midfirst Bank as to the origin of e-mail or other content. We reserve the right to remove or delete any user content that is considered undesirable, in our sole discretion.

#### **Governing Law.**

**This Site and the content herein is published for use in the United States and territories hereof, and may not be used or downloaded in other countries. This agreement shall be subject to and construed in accordance with the laws of the State of Oklahoma, excluding its conflict of law principles. By using this Site, you hereby consent to the exclusive jurisdiction and venue of courts in Oklahoma County, Oklahoma, U.S.A., in all disputes arising out of or relating to the use of this Site or the interpretation of this Agreement. Use of this Site in any jurisdiction that does not give full effect to all provisions of these terms and conditions, including but not limited to this paragraph, is expressly forbidden.**

#### **General**

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved. No delay, waiver, forbearance, or omission by MidFirst to exercise any power or rights arising out of this Agreement shall affect or impair its rights nor constitute a waiver of any right hereunder.