

# Account Agreement and Disclosure

## Terms and Conditions of Your Account

With respect to an account or accounts ("Account") held at MidFirst Bank, a federally chartered savings association ("MidFirst"), each person who is named as the owner or is authorized to withdraw funds ("you" or "your," whether one or more) and MidFirst ("we," "our" "us" or "Bank") all agree to the following:

**1. AGREEMENT.** Your Account is subject to terms and conditions that we adopt from time to time. This Account Agreement and Disclosure ("Agreement") describes the current terms and conditions. By signing the Account Signature Card, Receipt of Certificate of Time Deposit, or by clicking the appropriate checkbox and submitting your online application you acknowledge that you have opened the type of account indicated on the applicable account opening document and you received, understand and agree to be bound by the terms and conditions of this Agreement. You have been provided an account disclosure and a fee schedule ("Fee Schedule"), which are incorporated into this Agreement. If you have elected to obtain other services ancillary to your Account, the agreements for those ancillary services also are incorporated into and made a part of this Agreement. We may alter, amend, or rescind, for any reason, any part of these terms and conditions (or any other Account-related agreement or documentation), or add new terms, at any time. We will give notice of any such changes that may adversely affect you by: (a) posting the same in a conspicuous place in the lobbies of our main office and each of our branches; (b) sending written notice thereof to you at the most recent address indicated on our records; or (c) sending notice to you by electronic mail, as permitted by applicable law, at the most recent electronic mail address indicated on our records. We have no obligation to notify you of changes to the features of your Account that do not adversely affect you in any way. We may immediately implement changes required by law or regulation or to protect the security of your Account or our system. When necessary, notice of such changes will follow implementation. Your continued use of the Account after implementation of changes or following notice of changes to this Agreement as described above signifies your continued acceptance of this Agreement and all changes and amendments hereto. All Account signers authorize us to make inquiries from any consumer reporting agency in connection with this Account. We reserve the right and may close an Account at any time for any reason. You may close your Account at any time for any reason, subject to any prior advance notice requirements related to the particular account, early Account closure fees and our Funds Availability Policy.

**2. LAWS, RULES, AND REGULATIONS.** The Account, including deposits to and withdrawals therefrom, is governed by: (a) the laws and regulations of the United States applicable to federal savings associations and, to the extent applicable, the law of the state in which the Account is deemed by us to have been opened; (b) the rules, regulations and orders of the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the rules and operating procedures of Federal Reserve Banks and of any clearing house association of which we are or may become a member or through which we may send items for collection; and (c) all provisions posted on our premises, enclosed with statements of Account or contained in our bylaws; all as now in effect or as may in the future be issued, modified or amended. Our obligations pursuant to law, regulation or policy applicable only to consumer Accounts shall not apply to business or commercial Accounts. Activity in consumer Accounts is expected to be for consumer purposes. Business or commercial activity should not be conducted in consumer Accounts. Transactions restricted under Unlawful Internet Gambling Enforcement Act (UIGEA) are prohibited and should not be processed through your Account.

**3. ACCOUNT OWNERSHIP.** Other than those persons identified as authorized signers, agents or fiduciaries, the persons or entities identified on the Account Signature Card or during the online application process as owners are the owners of the Account. If more than one person is identified, each indicated person named is an owner and such ownership shall, for the purpose of this Agreement be deemed to be owned by such persons as joint tenants with full rights of survivorship. Business, fiduciary, and association Accounts are held under the terms of documents submitted to us by the person(s) opening the Account. If the Account is a Payable on Death ("POD") account, the Account shall be payable on the death of the last Account owner to one or more designated POD beneficiaries, if living, and if not living, to the named estate of the beneficiary. If more than one beneficiary is designated by the Account owner(s), the beneficiaries, if living, and if not living, the named estate of the beneficiaries, shall share equally in the amount payable on death of the last Account owner. Persons who are identified during the online application process as authorized signers or whose signatures appear on your applicable account opening or related Account documents have the individual authority to withdraw funds from your Account. Any person who is authorized to withdraw funds but who is not the owner of an Account will be considered an agent of the owner of the Account, with the unlimited right to deal with the Account on behalf of the Account owner. We have no duty to inquire as to the authority of an agent to deal with the Account, and we have no liability for permitting an agent to withdraw funds from an Account, regardless of the manner of withdrawal or recipient of the funds.

**4. AUTHORIZED SIGNATURE.** For Accounts opened in person, your signature on the applicable account opening or related Account documents, such as the Account Signature Card or Receipt of Certificate of Time Deposit, is your authorized signature for your Account. For Accounts opened online, the signature of any authorized signer identified during the online application process is an authorized signature for your Account. For the payment of funds and for other purposes relating to any Account you have with us, we are authorized to recognize your signature, but we will not be liable to you for refusing to honor your checks or other signed instructions if we believe in good faith that the

signature appearing on such checks or instructions is not genuine. We may honor any check or other item drawn against the Account so long as it contains at least one authorized signature. In addition, we may ask for a form of identification for transactions processed in person for authentication purposes. In the event of a forgery, we shall not be liable if a "reasonable person" who is similarly situated could not have detected the forgery. We may, but are not required to, accept electronic signatures on account-related documents. If you provide us with an electronic signature on any account-related document, you acknowledge and agree that such electronic signature will be valid and binding the same as if you had signed manually, and the electronically-stored document constitutes an original document the same as if executed by hand and stored in paper format. If you provide us with an electronic signature, we may, in our sole discretion, verify the authenticity of such signature; however, we are not obligated to do so. If you provide us a scanned or facsimile signature, we may, in our sole discretion, accept such signatures; and by so providing, you agree that such scanned or facsimile signatures are valid and binding as an original, without any obligation by us to verify the accuracy thereof. Unless designated on your Account, we may honor any check or other signed instruction that bears or appears to bear your signature even if it was made or presented by an unauthorized person or with a counterfeit facsimile, electronic, or other signature. You should maintain close control over your facsimile or electronic signature device or stamps and promptly review your statements and cancelled checks for unauthorized use. You agree to hold us harmless from any and all claims and damages that arise based upon said facsimile or electronic signatures. If you authorize any person to sign your name or otherwise draw against your Account, we may honor any withdrawal signed by or authorized by that person whether or not it exceeds the authority you granted.

**5. CUSTOMER IDENTIFICATION.** As required by federal statute and regulation and by our policy, we may require and may verify certain information regarding individuals at Account opening and as otherwise deemed necessary. This information may include complete customer name, residential or business address, mailing address if different, tax payer identification number, date of birth, government issued photo identification, and other information as may be required by government laws or regulations or as may be deemed appropriate to verify your identity as the customer. This information may be required for all individuals who are deemed owners of the Account, acting as agent on behalf of the Account owner, named as beneficiary on the Account, or otherwise associated with the Account regardless of manner. In order to comply with regulatory requirements, we may require identifying information regarding the beneficial owners of our legal entity customer. Account access or proceeds of Accounts opened without required information or subject to information verification may be restricted until such information is obtained and/or verified. We may close an Account at any time for any reason, including but not limited to identification information deemed by us, in our sole discretion, to be insufficient or unverifiable.

**6. OUR LIABILITY.** We have no obligations or liabilities to you other than those imposed by law or specifically provided herein. Any duty of care imposed on us by law will be fulfilled if the procedures established for the transaction involved are reasonable. We will have no liability for clerical error, inadvertence or oversight, or an honest mistake of judgment. We have no obligation to verify the accuracy of any information or instructions you provide.

**7. RIGHT TO OFFSET.** We may, at any time at our discretion, and with notice to you, sent either prior to or after the event, apply any part or all of the balance of your Account to fees or any other debt, matured or unmatured, that you or any other Account owner may then owe to us. Accounts subject to our right of offset include Accounts held at any of the Bank's divisions, including but not limited to 1st Century Bank and Vio Bank, and debts owed to Bank include those obligations owed to any of our divisions.

**8. MINOR ACCOUNTS.** If the Account has been opened in the name of an individual of less than eighteen (18) years of age ("Minor"), we may, in our sole discretion, waive the standard transaction fee, Account maintenance fees and any other fees or charges that we deem appropriate during the time the Minor is under age eighteen (18). Upon the Minor reaching eighteen (18) years of age, if we previously waived such fees, we will commence assessing the standard transaction fees, Account maintenance fees and any other fees or charges that are set forth in the Fee Schedule in effect on the date the Minor reaches the age of eighteen (18) years of age, and as the Fee Schedule may be amended from time-to-time thereafter. Upon the Minor reaching age eighteen (18) and thereafter, you agree to pay all standard transaction fees, Account maintenance fees and any other fees and charges regularly charged for similar Accounts. We may permit a minor Account owner to withdraw funds during minority without the signature of a parent even if the parent is also an owner of the Account.

**9. FEES AND CHARGES.** We may assess such transaction and Account maintenance fees and other charges and in such amounts as may be permitted by law. A separate Fee Schedule has been provided (see paragraph 1). We may amend this Fee Schedule from time to time. You agree to pay immediately any applicable fees and charges and any expenses we may incur in collection of amounts you owe us or in collection of items deposited with us for deposit to your Account, including, but not limited to, any court costs and attorneys' fees, and we may charge your Account to pay these fees, charges, and expenses. If at any time we are required to engage the services of financial or legal counsel (i.e., an attorney or an accountant) to resolve issues related to an Account, you will pay to us on demand the fees and costs we incur.

**10. YOUR CONTACT INFORMATION.** You will keep us advised of any change of your address. Any notice or Account statement mailed by us to the last address given to us by an owner of the Account will be deemed sufficient. Address change requests are subject to identity verification and must be provided with sufficient time for us to process the change of address. If you provide a phone number to us, whether mobile or otherwise, you expressly agree and consent to be contacted by us and any of our agents, affiliates, contractors, successors or assigns (collectively "us") at this phone number (including mobile, cellular, wireless or similar devices), for any lawful purpose such as for

information, servicing or collection purposes except as otherwise stated below. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message and text/SMS message. If you provide a mobile phone number to us, you agree that we may text you for the purposes of providing transactional Account-related information, not related to collections purposes or marketing purposes. Message and data rates apply, and your consent to such contacts applies even if you are charged by your service provider for our communication. You can view our full mobile practices at [midfirst.com/alertstermsfuse](http://midfirst.com/alertstermsfuse) and our privacy practices at [midfirst.com/privacypractices](http://midfirst.com/privacypractices). You authorize these contacts by voice or text even if the number is a mobile phone number or converts to a mobile phone number, and even if you are charged by your service provider. You authorize us (but we are not obligated) to monitor, record electronically and retain telephone conversations and electronic communications between you (including your purported authorized representatives) and us. Accordingly, you agree on behalf of yourself, and your employees and agents that we may monitor and record your telephone and electronic communications in connection with your Account at any time. Unless required by applicable law, we may monitor and record these communications without further notice. You agree that we may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Agreement, and you hereby acknowledge the validity and enforceability of such telephonic or electronic recordings. If you provide us with an email address, or if you send us an email, you agree that we may contact you at that email address.

**11. OUR RIGHTS.** We may at any time, and in our sole discretion with or without prior notice, require a minimum deposit, refuse to accept any deposit or cash any check, limit the amount which may be deposited, charge any Account on which you are a signer (subject to legal restraints) for any negative balance created in another account, return all or pay part of any deposit, or close the Account, returning to you personally, or by mail, either cash or an official check for the balance on deposit in the Account. We may also close an Account at any time for any reason. If we exercise our right to close your Account or if you close your Account, we may reopen your Account to process outstanding items. If such item causes a negative balance on your Account, we reserve the right to pursue all remedies available to us, including collection processes. We may decline any transaction, including, but not limited to, any automated teller machine ("ATM") card, debit card, check or automated clearing house ("ACH") transactions. We may also place an administrative hold on funds on deposit in any Account if we (1) receive a claim from a third party relating to an Account; (2) acquire knowledge of facts which might give rise to a claim by or against us relating to an Account; or (3) if we become aware of facts that to us in our sole judgment appear to indicate that the Account is being used for an improper or unlawful purpose or that you have become the victim of a fraud or undue influence. We may exercise this right even if we are not legally bound to honor the claim. We may hold those funds for a reasonable amount of time to conduct an investigation into the facts. Thereafter, we may either release the funds, apply them against any obligation you may owe us or tender them into a court to resolve the issues. We will not be liable for failing to honor, or for any damage which may result from our failure to honor, any checks, preauthorized transfers, ACH transactions, recurring debit card transactions, or other such transfers or withdrawal orders presented after any such action.

In order to comply with regulatory requirements, we may require additional information on certain transactions including, but not limited to, the source of funds, purpose of the transaction, and/or additional supporting documentation.

You agree that we have been in good faith and have exercised ordinary care if we accept withdrawal requests (whatever the form: paper, electronic or image) from other banks without investigating the genuineness of, or authorization for, the withdrawal. If a withdrawal request is not genuine or is not otherwise authorized by you, our liability will be limited to the amount of the particular withdrawal amount.

## **12. DEPOSITS.**

- (a) All checks or drafts received by us are at your risk and are credited conditionally to your Account subject to final payment. You authorize us to endorse for you any item deposited to your Account. We have the right to decline debits drawn against such credits. If any item is dishonored on presentation to the financial institution on which drawn, it will be charged back to the Account of deposit or, if such Account does not have sufficient funds, to another Account which the depositor, endorser, or payee is a signer (subject to legal restraints), and you may be charged an applicable fee.
- (b) We will not be responsible for any delay in crediting your Account if the deposit ticket accompanying the deposit has not been properly completed.
- (c) If you elect to use the night depository or the ATM Electronic Teller Network, you expressly agree to rely upon us or our agent to count and credit the deposit and accept our count as final.
  - You agree that deposits placed in the night depository facility shall be contained in a tamper-proof plastic bag, envelope or other package, as approved by us.
  - Deposits made through the night depository facility shall contain only deposit slip(s), currency, coin and/or negotiable instruments.
  - Deposits made through the night depository facility will be opened and verified each morning of each Business Day.
  - You are solely responsible for any loss or damage resulting from your or your agents' or employees' use of the night depository facility.
- (d) We will not be liable for dishonor of drafts so received in payment for losses thereon or for losses in transit or for negligence or default of other institutions, agents, or subagents but will exercise ordinary care in their selection. We will be deemed to have exercised ordinary care if we send the item by a duly licensed carrier and through any state or federally chartered institution.

- (e) Funds deposited will be made available to you under the terms described in the Funds Availability Policy section of this Agreement. When we make funds “available” to you, this does not mean that the funds are “good” or that the deposited item has “cleared” the payor bank.
- (f) The outstanding balance of your Account shall not exceed \$2,500,000.00 without our prior written consent. Subject to applicable law, at any time, we may limit the amount that may be deposited into your Account.
- (g) We may charge back to your Account any items returned to us unpaid or upon which payment has been revoked or rescinded which were deposited into the Account without regard to who made the deposit; whether the deposit was authorized by you; or whether the return to us was timely.
- (h) You will not deposit any item not containing the genuine signature of the drawer and the actual endorsement of each payee without our prior written consent. This restriction means that you will not deposit, among other things, “remotely created checks” and “substitute checks” as those terms are defined by law and regulation. If you deposit such items, you agree to reimburse us for losses, costs, and expenses that we may incur associated with such items.

**13. WITHDRAWALS.** You may request the withdrawal of funds from your Account in any amount at any time. Our policy is to pay such withdrawals upon request; however, we are required by federal and state regulations to specifically reserve our right and do hereby reserve our right to require you to give us a seven (7) day written notice of your intention to withdraw funds from your savings Account, money market deposit Account, certificate of deposit or negotiable order of withdrawal account (“NOW Account”). All withdrawals are subject to the availability of funds, as described in the Funds Availability Policy section of this Agreement. We may, at our sole discretion, elect to issue the requested withdrawal amount by Official Check or other means in lieu of cash. Each person who is authorized to withdraw funds from your Account, as indicated on the Account opening documentation, may withdraw funds under any method available to your Account, as described below. Withdrawals by phone transfer or electronic transfer are subject to the terms and conditions described elsewhere in this Agreement. As described in your new Account documents in further detail, certain Accounts allow only a limited number of withdrawals per statement cycle or calendar month, and we may charge a fee for transactions exceeding those limits. Withdrawals by negotiable instrument may be made only from Money Market Accounts and checking Accounts, and we may refuse payment of any instrument drawn on such an Account other than a negotiable instrument presented upon a form purchased from or approved by us. We do not routinely examine the dates written on items and we are not bound to dishonor any item due solely to the fact that it has been postdated or is more than 6 months old. We may pay items, payment of which have been stopped, after the expiration of the relevant stop payment orders, even though the items may be more than 6 months old.

If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Receipt of Certificate of Time Deposit will apply.

(A) Exceptions. We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty:

- (1) When one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction or
- (2) When the Account is an Individual Retirement Account (IRA) and you have reached the age as determined by IRS guidelines for your Required Minimum Distribution (RMD).

If you make a withdrawal in a foreign currency, the withdrawal will be converted to U.S. dollars. Other fees from such a transaction may apply, and you will be responsible for such additional fees, which may be assessed by a third party.

**14. CHECK CASHING.** We may require identification from persons cashing your checks as we in our sole discretion deem appropriate and may impose fees for cashing checks to the extent permissible by law.

**15. STOP PAYMENT.** You may stop payment of a check, ACH withdrawal, transfer, or preauthorized electronic funds transfer by calling us toll free at 888.MIDFIRST (888.643.3477); by calling or visiting any MidFirst banking center; or through online banking, such as Business Online Banking, Business Online Banking Express or Personal Online Banking, if those services are available on your Account. You must notify us with reasonably sufficient time to allow us to act and fulfill your request. You cannot place a stop payment on one-time debit or ATM card transactions. We have no liability for payment of an item if the stop payment order is received less than 4 hours prior to presentment of an item. A longer period may be necessary depending on the circumstances. We may require a specific period of time in order to fulfill stop payment requests. We must receive a stop payment order for a preauthorized electronic funds transfer at least three (3) Business Days before the scheduled transfer. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. A written stop payment order expires six (6) months after it is received unless it is renewed in writing by you. For ACH withdrawals, you may stop payment of a one-time withdrawal order or place a permanent stop payment on the Account prior to the date of remittance for payment. A permanent stop payment order for ACH withdrawals will remain on your Account indefinitely, unless revoked by you verbally or in writing. A stop payment order must include your name and Account number and a description



of the payment, including the date drawn, check number, the exact amount, and the payee named. You agree to review the information on any stop payment notice that we send you in response to a stop payment order by you and to notify us immediately of any inaccuracy.

The time limitations for stopping, canceling, or changing any bill payments scheduled via Personal Online Banking, Business Online Banking and Business Online Banking Express are contained in your agreements for such services and are not governed by this paragraph.

**16. TELEPHONE TRANSFERS.** By requesting a telephone transfer, you authorize and direct us, as your agent, to transfer funds between the Accounts specified by you in your Account Agreement or otherwise. Transfer will be made pursuant to instructions from you, provided that you identify yourself by providing your Account numbers and other requested information for such services which you have authorized in your Account Agreement or otherwise. You agree to pay any applicable transfer fee in effect on the date of transfer. This fee will be automatically debited from the Account from which you are transferring funds. You represent that you are authorized to withdraw funds from such Accounts. We shall have no liability for any refusal or failure to make a transfer pursuant to telephone instructions. Transfers made pursuant to these terms and conditions shall be at your sole risk.

**17. POWER OF ATTORNEY.** If you wish to designate an attorney-in-fact, you must do so in a form acceptable to us. We reserve the right to refuse to honor any Power of Attorney presented to us, and shall have no liability related to such refusal to the extent permitted by applicable law. We shall have no liability for transactions performed by a purported attorney-in-fact under a Power of Attorney that has been revoked or is otherwise invalid unless we have received written notice of same and have had a reasonable period of time to act upon such notice. We reserve the right to restrict the types or amounts of transactions we will permit an attorney-in-fact to conduct. A person acting under a Power of Attorney is not, by virtue of such power, an owner of the Account, and no funds in the Account belong to the attorney-in-fact by reason of that capacity. The attorney-in-fact has no right of survivorship in the Account by virtue of that capacity.

**18. INTEREST.** The interest rate specific to your Account can be found on your periodic statement of Account, or in the applicable online banking platform for your Account. Interest will be compounded daily and credited to your Account monthly unless otherwise stated in your Account disclosures. We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the principal and interest that has been accrued to your Account each day. The daily periodic rate is calculated by dividing the interest rate by 365. Account interest begins to accrue on the Business Day funds are collected. If you close your Account before interest is paid, you will not receive your accrued interest. We reserve the right to change our interest rates and Annual Percentage Yields (APY) at any time at our sole discretion, without notice to you.

For regulatory and accounting purposes, your checking and NOW Account will consist of two subaccounts: a checking subaccount and a money market subaccount. This does not affect transactions, funds availability, interest the Account earns, minimum balance requirements, fees and charges, or FDIC insurance coverage associated with your Account.

At various times during the statement cycle, we will transfer funds between the checking subaccount and the money market subaccount. Subaccount activity will not appear on your monthly statements and will not be subject to fees. Account statements will look as if there was only one checking Account. For interest-bearing checking Accounts, both subaccounts will pay the same interest rate and annual percentage yield. For non-interest-bearing checking Accounts, neither subaccount will pay interest. You will have no direct access to the money market subaccount; you may only access the money market subaccount indirectly through transactions on your checking subaccount. This will have no impact on your use of the Account or, for MidFirst interest-bearing checking Accounts, the interest you will earn on your Account balance.

**19. STATEMENT OF ACCOUNT.** Your periodic statement of Account will be prepared as of a date designated by us. Our books will determine the balance of the Account. Your statement will note all deposits, withdrawals, transfers, debits, and adjustments charged or credited to the Account and may provide an image of the front of each item shown on the statement, as required by law. We will attempt to maintain a legible copy of each item destroyed for the time required by law. This obligation is met if we have systems and use equipment that will generally capture and retain an image of the item. You may obtain a copy of any item as maintained in accordance with applicable law. Fees for obtaining such copies are set forth in our Fee Schedule. We are not liable for any loss occasioned because we are unable to provide copies. Your statement will be mailed to the last address we have for you in our system unless you opted to receive statements electronically. If mail to the address on file with us is returned, we will no longer mail statements until we receive an updated address from you. You agree to promptly and carefully examine each statement and, within thirty (30) days after mailing, report to us any unauthorized signature on or alteration of any item, and, within sixty (60) days after mailing, report to us any other error or discrepancy in it or any claim for credit or refund. If no such report and return is made within the applicable period, you will be presumed to have accepted the stated balance as being correct and to have released us from all liability for transactions posted or not posted to the Account, subject to applicable law.

**20. LIMITATIONS.** Any transfer by wire or ACH to or from any of your transaction Accounts must be from, to, or through a domestic financial Institution. You agree that at such time as your Account is credited with the amount of the transfer, or is credited to a debt of yours, or is otherwise made available to you, any such event shall serve as notification to you of our receipt of the payment order and notice to you of such event. You agree that you will not cause or permit any transfer to any of your transaction Accounts by electronic means, including by wire or ACH, in excess of \$1,000,000.00, without our prior written consent. In the event that no such prior written consent is obtained, you agree that

we need not accept the transfer, we shall have no obligation to credit the amount of the transfer to your Account, and we may return the amount of the transfer to the sender so long as we make such return by the close of the banking day following the day on which we receive payment for the transfer. We shall not be deemed to have waived any rights under this paragraph 20, or elsewhere in this Agreement based upon any prior transfer to you.

**21. DORMANT ACCOUNTS.** Accounts may be classified as dormant when there have been no customer-initiated transactions for the preceding twelve (12) months. To prevent your Account from becoming dormant, you must initiate one of the following types of transactions: deposit, withdrawal, check, electronic deposit, ATM withdrawal, debit card transaction, telephone transfer or ACH direct deposit. An inactivity fee may be assessed against the dormant balance. We must, in most cases, remit the dormant balance as abandoned property in accordance with applicable law.

**22. ATM CARDS AND DEBIT CARDS.** ATM cards and/or debit cards may be used to access your savings Account if the ownership and persons authorized to withdraw funds are identical to the checking Account for which your ATM card or debit card is issued. We reserve the right to suspend or revoke ATM card and/or debit card privileges at any time. If you use your ATM card or debit card to access an Account that does not have sufficient funds to complete a transaction or that would exceed the daily authorization limit attached to your ATM card or debit card, we may, at our discretion, authorize the transaction. If we authorize a transaction that overdraws your Account, we may assess a fee as described below in paragraph 24, "Overdrafts," and as set forth in the Fee Schedule. Terms and conditions applicable to use of ATM cards and debit cards are also described in the Electronic Funds Transfers – Your Rights and Responsibilities section of this Agreement.

**23. ACCOUNTS OF DECEDENTS.** On the death of the owner of your Account, the amount of the credit balance in your Account will be paid as permitted or required by law, federal and state regulations, and in accordance with our security procedures. In the event of a death of an Account owner, Account information will be furnished upon request to the duly appointed estate administrator, trustee or attorney.

**24. OVERDRAFTS.** An Overdraft occurs when you do not have a sufficient Available Balance to cover an item, causing or increasing a negative Available Balance in your Account. At our discretion, we will either pay Overdraft items or return them unpaid. As described in this section and our Fee Schedule, there are fees associated with Overdrafts. You can avoid fees for Overdrafts by making sure that your Account always contains sufficient available funds to cover all of your transactions and any fees related to your Account.

In addition to our standard Overdraft practices described in this Section, which apply to all Accounts, we offer two optional services related to Overdrafts: our Overdraft Privilege Service and Overdraft Protect Service. The Overdraft Privilege Service expands our standard Overdraft practices and may allow you to avoid declined ATM and everyday debit card transactions. The Overdraft Protect Service allows you to link another deposit account or a line of credit to automatically transfer funds to pay for items that overdraw your Account. While fees apply to the Overdraft Protect Service, these fees may be less expensive than the fees for Overdrafts under our standard Overdraft practices or the Overdraft Privilege Service.

*A. Discretionary Payment or Return of Items*

You agree that we may pay any item that results in an Overdraft at our sole discretion. This means that we do not guarantee that we will pay or authorize any item or withdrawal request that exceeds your Available Balance. If we pay an Overdraft on one or more occasions, we are not obligated to continue paying future Overdrafts. We have no obligation to notify you before we pay an Overdraft item or before we return an Overdraft item unpaid.

We will not authorize ATM withdrawals or one-time debit card transactions that create or increase a negative Available Balance unless you have opted in to our optional Overdraft Privilege service discussed below in subsection (G).

You agree to pay the amount of any negative balance in your Account and all Overdraft fees immediately upon demand. You agree that we may pursue any collection remedy available under applicable law, and you may become responsible to reimburse us for any related expenses. To the extent permitted by law, you authorize us to deduct any negative balance and any Overdraft fees from any funds that may thereafter be deposited into your Account.

*B. Available Balance and Ledger Balance*

Your Account's Available Balance and Ledger Balance affect whether we will pay an Overdraft and whether you will be charged a fee. Your Account's Ledger Balance is the current balance of cleared and settled funds in your Account at the beginning of each Business Day. Your Account's Available Balance is the Ledger Balance reduced by any one of the following items that we receive throughout the day, as applicable:

- 1. Deposit Holds** - Any outstanding holds for deposits that are not yet available under our Funds Availability Policy discussed in Funds Availability section of this Agreement. In the event you deposit a check that is not from a guaranteed source, a hold is placed on the Account to the extent and during the period described in the Funds Availability Policy section of this Agreement. In our discretion, we can reduce the time frame for a hold or choose not to place a hold at all. For example, in some cases we are able to verify that a check has been honored prior to the time a hold would otherwise expire and can manually remove the hold, making funds available earlier;

2. **Pending Debit Transactions** - Debit card items we have authorized but have not been processed for payment;
3. **Merchant Holds** - Certain types of businesses (for example, hotels, restaurants, pay at the pump and rental or leasing companies) may request debit card authorizations in an amount exceeding the amount they ultimately charge you. When we authorize any debit card transaction, we establish a hold and reduce your Available Balance by the full amount we authorize (which may differ from the transaction amount) until the item is settled for the actual amount of the transaction or is no longer considered to be pending;
4. **Intra-Day Activities** – Certain electronic transactions, including but not limited to wire transfers, ATM withdrawals, and other electronic transfers.

We use your Available Balance to determine whether or not to pay an item that results in an Overdraft on your Account. We may elect to return items to the presenting institution or merchant when you do not have a sufficient Available Balance in your Account to cover the item. However, if we pay the item, we use your Ledger Balance to determine whether we will charge you a fee for the Overdraft.

#### C. Fees

You will be charged an Overdraft fee for each item that results in an Overdraft on your Account as follows. Under our basic Overdraft service, we will assess a Paid Overdraft Fee for each item that we pay that results in a negative Ledger Balance in your Account, other than everyday debit card transactions and ATM transactions. If you opt into the optional Overdraft Privilege Service described in subsection (G), we may also choose to pay ATM and everyday debit card transactions when you do not have sufficient funds and will assess a Paid Overdraft Fee for each transaction we pay that results in a negative Ledger Balance in your Account.

- **For personal deposit accounts:** We do not assess a fee for any item that we return unpaid due to Non-Sufficient Funds (NSF).
- **For business accounts:** We will assess a Returned Overdraft Fee (also known as Non-Sufficient Funds (NSF) fee) for each item that we return unpaid due to non-sufficient funds.

You may also be charged a returned item fee by the institution or merchant that presented the item to us for payment. We do not control fees assessed by other institutions or by merchants.

If the Ledger Balance in your Account remains negative for seven (7) consecutive calendar days or more, we may assess a one-time Extended Overdraft Fee.

If you enroll in the optional Overdraft Protect Service described in subsection (H), we will assess an Overdraft Protect Transfer Fee each day we make a transfer from a linked deposit account or line of credit to cover an Overdraft on your Account instead of an Overdraft fee. All fee amounts are set forth in the Fee Schedule for your account. Contact us at 888.MIDFIRST (888.643.3477) to request a copy of your Fee Schedule.

#### D. General Rules Applicable to Paid and Returned Overdraft Fee Processing

We limit the number of Overdraft fees we will assess as follows:

- A maximum of 5 Overdraft fees will be charged on any Business Day.
- We will not charge any Overdraft fees if, at the end of a Business Day, your Ledger Balance is negative by \$5.00 or less.
- We will not charge Overdraft fees for Overdrafts caused by fees we assess.

#### E. Posting Order

We post transactions to your Account during overnight processing, which determines your Ledger Balance at the start of the next Business Day. The order in which we post transactions can therefore determine whether you are charged Overdraft fees and the number of fees you may be assessed. You agree that we may pay items, including checks, ACH items, and other electronic debits to your Account, in any order that complies with applicable law, and that this order may not align with the order in which the transaction was authorized or presented. Generally, we group transactions into categories by type. We then process and post items by category in the following order:

1. **Deposits and Credits** - First, we add deposits and other credits to your Account.
2. **Priority Items** - Then, we subtract certain priority items such as electronic bill payments, over the counter withdrawals, MidFirst checks cashed or deposited at a banking center or via our mobile app, and outgoing wires. These items are posted to your Account from smallest dollar amount to largest.
3. **Other Electronic Items** - Then, we subtract other electronic items, such as debit card, ATM and ACH items. These items are posted in the order they were authorized or time they are received by us for processing;
4. **Checks** - Checks, which are posted in serial number order.
5. **Fees** - Fees and other service charges.

#### F. Re-presented Items

When we return items to the presenting institution or merchant because you do not have a sufficient Available Balance, the presenting institution or merchant may re-present the item to us multiple times for payment. For consumer accounts, we do not charge Returned Overdraft Fees (NSF) and therefore your account cannot be charged multiple fees for the same represented item. For business accounts subject to Returned

Overdraft Fees (NSF), if your Available Balance is not sufficient to cover the item when it is re-presented, we have procedures in place to avoid charging more than one fee for a re-presented item. Despite these procedures, in limited instances, certain items may appear to us as separate, unrelated transactions when re-presented, resulting in an additional fee being charged. If you are charged a duplicate fee for a re-presented transaction, we encourage you to contact us at 888.MIDFIRST (888.643.3477) so we can review your Account and refund/waive any duplicate fees as appropriate.

#### *G. Optional Overdraft Privilege Service*

We offer an optional discretionary Overdraft service called Overdraft Privilege. With the Overdraft Privilege Service, we may pay ATM and everyday debit card transactions even if you do not have a sufficient Available Balance to cover the transaction. Not every account is eligible for the Overdraft Privilege Service, and you must opt-in to this service before you can use it. Eligible Accounts must be open for at least thirty (30) days before you can opt in to Overdraft Privilege. You are not required to opt in to Overdraft Privilege. If you opt in to Overdraft Privilege, we may pay ATM or one-time debit card transactions that result in Overdrafts, and you agree that we can assess a Paid Overdraft Fee for any such transactions that result in a negative Ledger Balance in your Account.

If you do not opt into the Overdraft Privilege Service, and you attempt an ATM or everyday debit card transaction at a time when your Account does not have a sufficient Available Balance to cover the transaction, the transaction will be declined and no Paid Overdraft Fee will be charged. Please note that if you do not opt in to Overdraft Privilege, we will continue to apply our standard Overdraft practices to checks, ACH, and recurring debit card transactions and you could still incur a Paid Overdraft Fee if we honor a check, ACH, or recurring debit card transaction that causes or creates an Overdraft on your Account. In addition, if you hold a business account, you could incur a Returned Overdraft Fee if we return a check, ACH or recurring debit card transaction.

For each of your Accounts, you can opt in to Overdraft Privilege or change your Overdraft Privilege election by calling us toll free at 888.MIDFIRST (888.643.3477); by calling or visiting one of our banking centers; or, for eligible accounts, by clicking the Customer Service tab in Personal Online Banking and selecting "Change Consumer Debit Card and ATM Card Overdraft Settings."

#### *H. Optional Overdraft Protect Service*

We also offer an optional service, Overdraft Protect, which allows you to authorize automatic transfers from a linked deposit account or line of credit to cover Overdrafts on the Account that you designate. Transfers are subject to availability of funds in your linked Account or line of credit. When you link another deposit account, you represent that you have an ownership interest in and are authorized to withdraw funds from that account. Line of credit services are subject to approval, applicable restrictions, and other limitations. Overdraft Protect is subject to the terms and conditions contained in this Agreement, the Fee Schedule, and your signed Overdraft Protect Agreement and Authorization or the applicable line of credit documents. We charge an Overdraft Protect Transfer Fee each day that we make an automatic transfer to cover an Overdraft.

When you enroll in Overdraft Protect, you authorize and direct us, as your agent, to automatically transfer funds from your linked account or designated line of credit to cover Overdrafts in your designated Account. Your authorization remains in effect until you tell us in writing to terminate your Overdraft Protect Service. We will automatically transfer funds to cover an Overdraft if your linked account has a sufficient Available Balance, or if your designated line of credit has sufficient available credit, to cover the entire Overdraft amount plus the Overdraft Protect Transfer Fee, except if such action violates state or federal regulation. If one (1) or more items are presented to us and your linked account does not contain sufficient funds, or sufficient credit is not available to cover the entire Overdraft amount caused by all of the items presented as well as the Overdraft Protect Transfer Fee, we will not make an automatic transfer.

For more information about Overdraft Protect, available credit services, applicable terms and conditions, fees and enrollment, please visit the MidFirst Overdraft Services webpage at [midfirst.com/overdraftservices](http://midfirst.com/overdraftservices), call us toll free at 888.MIDFIRST (888.643.3477) or call or visit any MidFirst banking center.

You may, at any time, cancel Overdraft Protect in writing mailed to MidFirst Bank, Attention: Overdraft Protect, P.O. Box 76149, Oklahoma City, Oklahoma, 73147. Notification of cancellation must be received in writing at least ten (10) days before the effective date of cancellation.

**25. SEVERABILITY.** If an item or condition of this Agreement is found to be illegal or unenforceable, the balance of this Agreement will remain in full force and effect.

**26. NOTICE AND CURE.** Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to this Agreement (as further defined in the Arbitration Provision, a "Claim"), the party asserting the Claim (the "Claimant") shall give the other party (the "Potential Defendant") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Any Claim Notice to you shall be sent in writing to the address we have in our records (or any updated address you subsequently provide to us). Any Claim Notice to us shall be sent by mail to MidFirst Bank, 501 N.W. Grand Boulevard, Oklahoma City, Oklahoma 73118, Attn: Bank Operations Account Claim Notice (or any updated address we subsequently provide). Any Claim Notice you send must provide your name and Account number, as well as your address and a phone number where you can be reached during normal business hours. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests.

**27. WIRE TRANSFERS.** We reserve the right to place limits on domestic and international incoming or outgoing wire transfers at any time. Limitations may include, but are not limited to, limiting the Accounts from which a wire transfer may be sent, the countries and/or banks to



which a wire transfer may be sent, and/or the amount of a wire transfer, among other restrictions and applicable fees. For additional information on wire transfers, including any limitations, call or visit any MidFirst banking center or call us toll free at 888.MIDFIRST (888.643.3477).

**28. ARBITRATION PROVISION. PLEASE REVIEW AND READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SUBPARAGRAPH (a) BELOW, IT WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM THAT YOU OR WE HAVE AGAINST EACH OTHER, NOW OR IN THE FUTURE.** Arbitration is the process for settling disputes where the determination is made by an impartial third party. Arbitration binds the parties to a type of resolution outside of the courts.

- (a) Your Right to Reject Arbitration Provision:** If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which gives your name(s) and Account number(s) and contains a statement that you, both or all of the Account owners, if more than one, reject the Arbitration Provision in this Agreement which governs your Account. The rejection notice must be sent to us at MidFirst Bank, 501 N.W. Grand Boulevard, Oklahoma City, Oklahoma 73118, Attn: Bank Operations Arbitration Rejection. A rejection notice is effective only if it is signed by you (including both or all of the Account owners, if applicable), and such notice is received within thirty (30) days after the day you open your Account (the "Rejection Deadline").
- (b) Parties Subject to Arbitration:** As used in this Arbitration Provision, the terms "we," "us" and "our" mean (a) MidFirst Bank, any parent, subsidiary or affiliate of MidFirst Bank and the employees, officers and directors of such companies ("Bank Parties"); and (b) any other person or company that provides any services in connection with this Agreement or your Account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party.
- (c) Covered Claims:** "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, your Account, any products or services offered by us, including but not limited to, any debit card or ATM card provided to you, Overdraft Protect, Overdraft Privilege and/or Overdraft credit services, and the advertising and disclosures related to the foregoing, if such Claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding. "Claim" includes disputes arising from actions or omissions prior to the effective date of this Agreement (or prior to the time this Arbitration Provision becomes part of this Agreement). "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims, inclusive of any damages or other remedies claimed. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). It includes any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph (g), captioned "No Jury Trial or Class Claims" (the "Class Action Waiver"). The term "Claim" also includes any dispute about the validity or enforceability of this Agreement as a whole.
- (d) Starting an Arbitration:** To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. We will not demand to arbitrate an individual (non-class, non-representative) Claim that you bring against us in small claims court or your state's equivalent court, if any. However, if that Claim is transferred, removed or appealed to a different court, we then have the right to demand arbitration.
- (e) Choosing the Administrator:** "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.org](http://www.jamsadr.org); or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a single neutral arbitrator who is a retired or former judge or a lawyer with at least ten (10) years of experience. You get to select the Administrator if you give us written notice of your selection with your notice that you are demanding to arbitrate any Claim or within twenty (20) days after we give you notice that we are demanding to arbitrate any Claim (or, if you dispute our right to require arbitration of the Claim, within twenty (20) days after that dispute is finally resolved). If you do not select the Administrator within the time specified, we may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.
- (f) Court and Jury Trials Prohibited; Other Limitations on Legal Rights:** FOR CLAIMS SUBJECT TO ARBITRATION YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. YOUR ABILITY TO OBTAIN INFORMATION AND SEEK DISCOVERY WILL BE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- (g) No Jury Trial or Class Claims:** FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE- PARTY ARBITRATION. Collectively, this subparagraph (g) is referred to as the "Class Action Waiver."
- (h) Location and Costs of Arbitration:** Any arbitration hearing that you attend must take place telephonically, electronically, in the federal judicial district in which you reside, or at another location reasonably convenient to you. We will pay any and all fees of the Administrator and/or the arbitrator (i) if applicable law or a rule of the Administrator requires us to, or (ii) if you prevail in the arbitration, which means the

arbitrator rules in your favor on the Claim. Unless applicable law requires otherwise, we will pay our, and you will pay your, lawyers', experts', and witnesses' fees.

- (i) **Governing Law:** This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- (j) **Public Injunctive Relief:** To the extent allowed by applicable law, you also waive your right to seek a public injunction if such a waiver is permitted by the FAA. If a court nevertheless decides that such a public injunction waiver is not permitted, and that decision is not reversed on appeal, all other Claims will be decided in arbitration under this Arbitration Provision and your Claim for a public injunction then will be decided in court. In such a case the parties will request that the court stay the Claim for a public injunction until the arbitration award regarding individual relief has been entered in court. You agree that you will request such a stay when required. In no event will a claim for public injunctive relief be arbitrated.
- (k) **Arbitration Result and Right of Appeal:** Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. The appealing party will pay the appeal costs for appealing pursuant to the FAA.
- (l) **Rules of Interpretation:** This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, the closing of your Account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern.
- (m) **Severability:** If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Agreement will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

## Electronic Funds Transfer - Your Rights and Responsibilities

This section describes terms and conditions applicable to electronic funds transfers as required by the Electronic Funds Transfer Act and applicable regulations. This section applies only to electronic fund transfers that authorize us to debit or credit a consumer Account, that is, an Account established primarily for consumer, family, or household purposes. If your Account is primarily for a business purpose, then this section does not apply to you. Electronic fund transfers are generally defined under the Electronic Fund Transfer Act of 1978 and include transfers of funds that you initiate through an electronic terminal, phone, computer, or magnetic tape for the purpose of authorizing a debit or credit to your Account. Please read this disclosure carefully because it describes your rights and obligations for those transactions. You should keep this disclosure for future reference.

Terms and conditions relating to electronic funds transfers conducted through MidFirst online banking, including but not limited to Business Online Banking, Business Online Banking Express or Personal Online Banking are contained in the agreements for such services that you received at the time you applied for the service, and should be read and understood in conjunction with this Agreement. To the extent that the terms or conditions of the MidFirst online banking agreements conflict with this Agreement, the online banking agreements shall control with respect to the details of the service described in the online banking agreement. In all other cases this Agreement shall control.

**DO NOT write your personal identification number ("PIN") on anything or keep it in any form with your ATM card or debit card.**

**1. CARDHOLDER'S LIABILITY & NOTIFICATION PROCEDURES.** Notify us IMMEDIATELY if you believe your ATM card, debit card or PIN has been lost or stolen or if you believe that an unauthorized transfer from your Account has occurred. Telephoning is the best way of minimizing your potential losses. You could lose all the money in your Account in addition to the maximum Overdraft Protect Account balance or reach the limit of your Overdraft credit service, if you have elected these services. If you tell us about the lost or stolen ATM card, debit card or PIN within two (2) Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your ATM card, debit card or PIN without your permission.

If you do NOT notify us within two (2) Business Days after you learn about the loss or theft of your ATM card or debit card and/or PIN, you could lose as much as \$500.00 if we can prove we could have prevented the unauthorized use of your ATM card, debit card or PIN without your permission if you had timely notified us.

Also, if your periodic statement shows unauthorized transactions, notify us at once. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not recover any money you lost if we can prove that we could have prevented an unauthorized transfer if you had timely notified us.

**NOTIFICATION PROCEDURES:** If you believe your ATM card, debit card or PIN has been lost, stolen, or that someone has transferred or may transfer money from your Account without your permission, during normal business hours, call MidFirst Bank toll free at 888.MIDFIRST (888.643.3477) or visit any MidFirst banking center. After normal business hours, call toll free 800.236.2442 and/or write MidFirst Bank, Attention: EFT Representative P.O. Box 76149, Oklahoma City, Oklahoma, 73147. If an extraordinary reason (such as a hospital stay) keeps you from promptly notifying or telling us, we may, at our discretion, extend the notification time periods.

Once an ATM card, debit card or PIN is reported lost or stolen, ATMs will disregard transaction requests and may retain the card inside the machine if you or anyone else attempts to use it.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**2. BUSINESS DAYS AND PROCESSING DAYS.** Our business days are Monday through Friday, 8:00 a.m. to 5:00 p.m., local time, with the exception of legal holidays, as observed by us or the Federal Reserve Bank of Kansas City ("Business Days"). Our Processing Days are Business Days in addition to select legal holidays.

**3. TYPES OF AVAILABLE TRANSFERS.** For those Accounts associated with your ATM card or debit card, you may use your ATM card or debit card at electronic terminals to:

- a) Withdraw cash from checking Accounts;
- b) Make deposits to checking Accounts;
- c) Withdraw cash from savings Accounts;
- d) Make deposits to savings Accounts;
- e) Transfer funds between checking and savings Accounts upon request;
- f) Inquire as to the amount of your Available Balance; and
- g) Pay for purchases from merchants who have agreed to accept the ATM card and debit card for that purpose.

Some of these services may not be available at all electronic terminals.

**4. ELECTRONIC CHECK CONVERSION.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to:

- a) Pay for purchases.
- b) Pay bills.

These electronic check conversions constitute electronic funds transfers.

## **5. LIMITATIONS ON CARD TRANSACTIONS.**

We place daily limits on your ATM withdrawals and debit card purchases. You may use your ATM card or debit card to withdraw funds from your Account from an electronic terminal, such as an ATM. You may also use your debit card to purchase goods and services each day. Withdrawals and purchase transaction amounts are subject to the terms described in our Funds Availability section of this document, the limits set forth below, and the Available Balance of your Account must be sufficient to cover the aggregate of all withdrawals and purchases. We may temporarily reduce the below limits for security purposes, without notification to you. We may also restrict use of your ATM card or debit card if your account becomes inactive or dormant.

- a) For most consumer customers:
  - i. The cash withdrawal (ATM) and daily cash advance limit, including any ATM fees, is \$1,020.
  - ii. The daily purchase limit for Point-of-Sale transactions is \$5,000.
- b) For most Private Bank consumer customers:
  - i. The cash withdrawal (ATM) and daily cash advance limit, including any ATM fees is \$1,020.
  - ii. The daily purchase limit for Point-of-Sale transactions is \$7,500.
- c) For most business customers:
  - i. The daily cash withdrawal (ATM) limit, including any ATM fees is \$2,020.
  - ii. The daily cash advance limit is \$2,020.
  - iii. The daily purchase limit for Point-of-Sale transactions is \$5,000.
- d) For most Solution Checking customers:
  - i. The cash withdrawal (ATM) and daily cash advance limit, including any ATM fees, is \$270.
  - ii. The daily purchase limit for Point-of-Sale transactions is \$750.

Please note that at certain times mechanical malfunctions of the system may cause withdrawals to be limited to \$100.00 cash withdrawal, including ATM fees, and \$500.00 at the Point of Sale until the malfunction can be corrected.

**6. ATM CHARGES.** You may incur charges for ATM card and debit card transactions made at non-MidFirst ATMs. The fee amount is listed on the Fee Schedule and is charged on a per transaction basis. For example, if you initiate a balance inquiry transaction and a withdrawal transaction at a non-MidFirst ATM, you will be charged two fees for these two separate transactions. The fee(s) will be identified as a "Service Fee" on your statement. You may also incur a "Surcharge Fee" charged by the owner/operator of the non-MidFirst Bank ATM when conducting transactions at a non-MidFirst Bank ATM. There also may be a charge for replacement or additional ATM card, debit card or PINs requested as a result of loss or negligence. Please see the Fee Schedule for more information.

If you use your ATM card or debit card to access an Account that does not have sufficient funds to complete a transaction or that would exceed the daily authorization limit attached to your ATM card or debit card, we may, at our discretion, authorize the transaction. If we authorize a transaction that overdraws your Account, we will assess a fee as described in this Agreement in paragraph 24, "Overdrafts," and as set forth in the Fee Schedule.

**INTERNATIONAL TRANSACTIONS:** If you conduct a transaction with your ATM card or debit card involving multiple currencies or U.S. dollars in a country outside of the United States of America, Puerto Rico or the US Virgin Islands, a transaction fee may appear on your monthly statement from the applicable card network. We reserve the right to make future changes in your Account and/or ATM card or debit card transaction fees, subject to our giving you notice as required by law.

**7. DOCUMENTATION.** At the time of any card transaction using an ATM card, debit card or Point-of-Sale terminal, you may receive a transaction receipt, which will include the amount, date, type of transfer, identity of Account and bank or merchant, location of terminal, identity of any account where funds are transferred, and transaction identification number unless the transaction is \$15.00 or less. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us toll free at 888.MIDFIRST (888.643.3477) or call or visit any MidFirst banking center to find out whether or not the deposit has been made. Your regular monthly statement will reflect ATM card or debit card transfers, direct deposits and withdrawals, and preauthorized electronic fund transfers.

**8. RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS.** You may stop payment of preauthorized transfers as described in this Agreement in paragraph 15, "Stop Payment". Preauthorized transfers are an electronic fund transfer authorized in advance to recur at substantially regular intervals. The time limitations for stopping, canceling or changing any bill payments scheduled via MidFirst online banking or mobile banking, if those services are available on your Account, are contained in the Mobile and Online Banking Terms and Conditions and are not governed by this paragraph. The time limitations for stopping, canceling or changing any bill payments scheduled via MidFirst business online or mobile business banking, such Business Online Banking or Business Online Banking Express if those services are available on your Account, are contained in the respective service agreements and are not governed by this paragraph.

You may use your ATM card or debit card to pay for goods and services at retail locations via Point of Sale that display (i) the Visa® if you have our ATM card or debit card with the Visa® symbol or (ii) the MasterCard® if you have our ATM card or debit card with the MasterCard® symbol. We will charge your Account for all purchases and withdrawals made with your ATM card and debit card. The use of your ATM card and debit card to purchase goods and services will constitute a simultaneous withdrawal from your applicable Account. Notwithstanding anything to the contrary, you cannot place a stop payment on one-time transactions made with your ATM card or debit card.

**9. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If we do not complete a transaction to or from your Account on time or in the correct amount according to our agreement with you, we will be liable only for your loss or damage to the extent of the amount of the transaction. We will not be liable, however, if we do not complete a transaction in situations that include, but are not limited to, the following examples:

- a) If, through no fault of ours, you do not have enough money in your Account to make the transaction;
- b) If the transaction would go over the credit limit on any line of credit you may have;
- c) If the ATM where you are making the transaction does not have enough cash to complete the transaction;
- d) If the electronic terminal was not working properly;
- e) If circumstances beyond our control (such as fire, flood, other natural disaster, terrorism, supplier failure, system malfunction, etc.) prevent the transaction, despite reasonable precautions that we have taken;
- f) If the funds are subject to legal or other encumbrance;
- g) If federal or state banking rules or regulations as issued by the Office of the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation, or other agency with banking oversight might prohibit such transaction; or
- h) If we fail to complete a transaction because we believe the transaction may be fraudulent.

Also in the case of any error or malfunction that was not intentional on our part and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid any such error, our liability is limited only to actual damages proved.

**10. DISCLOSURE OR ERROR RESOLUTION PROCEDURES AND CONSUMER RIGHTS.** If you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, you must notify us no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Your notice should include:



- a) Your name and Account number;
- b) A description of the error or the transfer you are unsure about and a detailed explanation of why you believe it is an error or why you need more information. Your explanation should be as clear and complete as possible; and
- c) The dollar amount of the suspected error.

If you notify us orally, we may require that you provide us your complaint or question in writing within ten (10) Business Days.

For Electronic Funds Transfers: Within ten (10) Business Days after you notify us of a possible error, we will make a determination as to whether an error occurred. We will correct any determined error promptly. If we need more time or information, we may take up to forty-five (45) days to investigate and determine whether an error occurred. This timeframe may be extended to 90 days for Point of Sale transactions and transactions not initiated within a state. If we decide to do this, we will provisionally credit your Account for the amount you think is in error within ten (10) Business Days after we receive written confirmation of your complaint or question, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to confirm your complaint or question in writing, and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account.

For POS, ATM, and Other Electronic Transfers involving New Accounts: For new transaction Accounts (Accounts on which each owner of the Account does not have or has not had within the previous thirty (30) days a transaction Account with us), we may take up to 90 days to investigate your complaint or question and determine whether an error occurred. If we decide to do this, we will provisionally credit your Account for the amount you think is in error within twenty (20) Business Days after we receive written confirmation of your complaint or question, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to confirm your complaint or question in writing, and if we do not receive it within ten (10) Business Days, we may not provisionally credit your Account.

If we issue a provisional credit and ultimately determine that no error occurred, we will debit such provisional credit from your Account. We will notify you of the date and amount of the debit. We will honor any checks, drafts, or similar third party payables and any preauthorized transfers as provided in the notice that we will send to you.

IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: Telephone us toll free at 888.MIDFIRST (888.643.3477), or write us at MidFirst Bank, Attention: Bank Operations EFT Representative P.O. Box 76149, Oklahoma City, Oklahoma, 73147.

We will communicate the results to you within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**11. PROVISIONAL PAYMENT.** Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**12. CONFIDENTIALITY.** Please reference our Privacy Notice regarding circumstances under which we will disclose information to third parties about your Account.

**13. CHOICE OF LAW.** We may accept on your behalf payments to your Account which have been transmitted through one or more ACH and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the law of the state in which the Account is deemed by us to have been opened or as described in paragraph 1 of this Agreement.

## **Funds Availability Policy**

**1. GENERAL.** Except as otherwise described below, we will make funds from your deposits available to you on the first Business Day after the day we receive your deposit. However, many exceptions apply, and if you will need the funds from a deposit right away, you should ask us when the funds will be available. Once funds are available, you can withdraw the funds in cash, and we will use the funds to process transactions on your Account.

Preauthorized electronic deposits will be posted on the effective date for the transaction, if received by the Federal Reserve Bank's last deadline for electronic payments for that same Business Day; otherwise, preauthorized electronic deposits will be posted on the next business day.

Funds from check deposits at MidFirst ATMs may be made available on the second business day after the day we receive your deposit. However, the first \$275.00 of your deposits may be available on the first Business Day after your deposit is received.

Please remember that you are responsible for any check you deposit with us that is returned to us unpaid and for any other problem that occurs involving your deposit, even if we previously made funds available to you in connection with such deposit.

**2. WHEN DEPOSITS ARE RECEIVED.** For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. However, only deposits made to an employee at a banking center, at a MidFirst ATM, or via Mobile Deposit or Business Mobile Deposit before the cutoff time on a Business Day that we are open will be considered received on that day. For most MidFirst banking centers, the cutoff time is the time the banking center closes on a Business Day. However, certain MidFirst banking centers have earlier cutoff times, but in no case will the cutoff time be earlier than 2:00 p.m. For most ATMs, the cutoff time is 4:00 p.m. central time. Deposits made after the cutoff time applicable to the banking center or ATM at which the deposit is made or on a day we are not open are considered received on the next Business Day we are open.

Bank by mail deposits received before 4:00 p.m. on a Business Day will be considered received on the day of receipt. Later deliveries and those received on Saturdays, Sundays, and holidays will be considered received on the next Business Day we are open.

**3. LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that are deposited by check available to you as described in paragraph 1. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day your deposit is received. However, the first \$275.00 of your deposits may be available on the first Business Day after your deposit is received. If we are not going to make all of the funds from your deposit available as described in paragraph 1, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Funds you deposit by check may be delayed for a longer period if: (i) we believe a check you deposit will not be paid; (ii) you deposit checks totaling more than \$6,725.00 on any one Business Day; (iii) you redeposit a check that has been returned unpaid; (iv) you have overdrawn your Account repeatedly in the last six (6) months; or (v) there is an event that occurs, which is out of our control such as an emergency, communications or computer equipment failure, natural disaster, act of terrorism, sanction or restriction against the transaction, or other event outside our control.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7<sup>th</sup>) Business Day after the day of your deposit.

Your deposit may encounter delays if required by law.

**4. HOLDS ON OTHER FUNDS -- CHECK CASHING.** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

**5. HOLDS ON OTHER FUNDS -- OTHER ACCOUNTS.** If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere above for the type of check that you deposited.

**6. SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, special rules will apply during the first thirty (30) days your Account is open. Funds from electronic direct deposits, cash deposits or wire transfers to your Account will be available on the Business Day we receive the deposit. The first \$6,725.00 of a Business Day's total deposits of official, certified, tellers, travelers, and state and local government checks will be available on the first (1<sup>st</sup>) Business Day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725.00 will be available on the ninth (9<sup>th</sup>) Business Day after the day of your deposit. If your deposit on these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second (2<sup>nd</sup>) Business Day after the day of your deposit. Funds from all other check deposits will be available on the eleventh (11<sup>th</sup>) Business Day after the day of your deposit.

## Substitute Checks and Your Rights

To make check processing faster, federal law permits banks to replace original checks with "Substitute Checks." These Substitute Checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a Substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." you may use a Substitute Check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be Substitute Checks. This notice describes rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your Account incorrectly (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money

from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, returned check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we received your dispute notice and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we received your dispute notice.

We may reverse the refund (including any interest on the refund and refunded fees) if we later are able to demonstrate that the Substitute Check was correctly posted to your Account.

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your Account, please contact us toll free at 888.MIDFIRST (888.643.3477). You must contact us within forty (40) calendar days of the date that we mailed the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We may extend this time period if you were unable to provide a timely dispute notice because of extraordinary circumstances outside your control.

Any dispute notice from you must include:

- a) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect).
- b) An estimate of the total actual amount of your loss.
- c) An explanation of why the Substitute Check you received is not sufficient to confirm that you suffered a loss.
- d) A copy of the Substitute Check and/or the following information to help us identify the Substitute Check: identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check.

## FACTS

## WHAT DOES MIDFIRST BANK DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product(s) or service(s) you have with us. This information can include:

- Social Security number and checking account information
- Account balances and transaction history
- Credit scores and credit history

When you are no longer our customer, we may continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons MidFirst Bank chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information   | Does MidFirst Bank share? | Can you limit this sharing? |
|--|---------------------------|-----------------------------|
| <b>For our everyday business purposes</b><br>Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                       | No                          |
| <b>For our marketing purposes</b><br>To offer our products and services to you   | Yes                       | No                          |
| <b>For joint marketing with other financial companies</b>  | Yes                       | No                          |
| <b>For our affiliates' everyday business purposes</b><br>Information about your transactions and experiences   | No                        | We don't share              |
| <b>For our affiliates' everyday business purposes</b><br>Information about your creditworthiness   | No                        | We don't share              |
| <b>For nonaffiliates to market to you</b>  | No                        | We don't share              |

### Questions?

Call 888-MIDFIRST (643-3477) or go to [midfirst.com/privacy](https://midfirst.com/privacy)



## What we do

|  |  |
|--|--|
| <b>How does MidFirst Bank protect my personal information?</b> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Third parties who assist MidFirst Bank by providing services are required by contract to protect nonpublic personal information from unauthorized access. For more information, visit <a href="http://midfirst.com/information-security">midfirst.com/information-security</a> . |
| <b>How does MidFirst Bank collect my personal information?</b> | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Apply for a loan</li> <li>• Pay your bills</li> <li>• Use your credit or debit card</li> <li>• Make a deposit or withdrawal from your account</li> </ul> <p>We also collect your personal information from others such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can't I limit all sharing?</b>                          | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>                |

## Definitions

|                        |  |
|------------------------|--|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>MidFirst Bank does not share with our affiliates.</i></li> </ul>  |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial or nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>MidFirst Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>              |
| <b>Joint marketing</b> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partner includes an investment services provider.</i></li> </ul> |

## Other Important Information

**SPECIAL NOTICE FOR CALIFORNIA RESIDENTS:** If your account has a California mailing address, we will not share your information with our joint marketing partner to market any products or services to you without first providing you with an opportunity to opt-out. You do not have to take any further action at this time to limit the sharing of your information for joint marketing purposes as such restrictions are currently in place.