



Internet and Mobile Banking Customer Agreement

This MidFirst Bank Internet and Mobile Banking Customer Agreement (“Agreement”) governs your use of iManage Personal Banking® and the MidFirst Bank Mobile Application (“MidFirst Bank Mobile”). By clicking on the “I Agree” box at the bottom of this Agreement; on the online banking enrollment page; or via the MidFirst Bank Mobile Application, you represent that you are legally authorized to accept and be bound by the terms of this Agreement and that you will be enrolled in the Services you select, which are described herein. This Agreement contains the terms and conditions of your enrollment and your use of the MidFirst Bank (“MidFirst” or “Bank”) Services, including, but not limited to, your rights, obligations, and liabilities as a User; system requirements and security features; and applicable fees. It is recommended that you print and retain a paper copy of the most recent version of this Agreement for your reference and records. **Your use and continued use (regardless of any modifications, amendments, or changes to this Agreement) of any of the Services constitutes your agreement and acceptance to the terms of this Agreement and all other agreements and documents referenced herein, as they may be amended by MidFirst.** Bank reserves the right to modify, change, or amend any of the Services and/or the terms of this Agreement (or any other agreement you have with Bank), at any time, for any reason, and without notice, unless otherwise required by Applicable Law.

This Agreement also describes the terms and conditions of funds transfers available using the Services and provides disclosures related to Consumer Accounts (as defined below) required by the Electronic Fund Transfer Act. Please read this Agreement carefully because it informs you of your rights and obligations with respect to use of the Services.

MidFirst Bank Mobile is provided to you by MidFirst and is powered by a third party (the “Licensor”) mobile technology solution. Section A of this Internet and Mobile Banking Customer Agreement is a legal agreement between you and MidFirst. Section B of this Internet and Mobile Banking Customer Agreement is a legal agreement between you and the Licensor.

SECTION A: INTERNET AND MOBILE BANKING TERMS AND CONDITIONS

1. Definitions.

- a. **Account and/or Accounts:** your MidFirst checking or savings accounts, your loan accounts, and any other of your accounts which may be accessed using the Services.
- b. **Account Agreement and Disclosure(s):** agreement and disclosure you received and agreed to when you opened your Bank Account(s), which may be amended or updated from time to time by Bank, in Bank’s discretion, and to which you will be bound and which governs the terms and conditions of the Account holders, signers, and/or owners. This document was received and/or acknowledged by electronic receipt at the time of opening your Account, which contains the terms and conditions of your Account activity, electronic funds transfer disclosures, funds availability policy, check protect information, Customer information disclosure, and other applicable disclosures and Account information, and incorporates by reference the signature card signed at Account opening, (or some form thereof).
- c. **ACH:** the automated clearing house as defined by the Rules.
- d. **ACH Entry:** a type of ACH entry or transaction on your Account as defined by the Rules.
- e. **Agreement:** collectively this Internet and Mobile Banking Customer Agreement and any other ancillary agreements, forms, or documents relating to the Services or referencing this Internet and Mobile Banking Customer Agreement, and any amendments, modification, updates, or changes hereto.
- f. **Applicable Law:** the applicable federal, state, and local laws, rules, guidelines, and regulations applicable to the Services, including, but not limited to (i) the Rules, (ii) the Office of Foreign Asset Control (“OFAC”) and its regulations promulgated through the United States Treasury Department and the laws and regulations relating to financial institution recordkeeping and reporting, (iii) the Gramm-Leach-Bliley Act of 1999 and its implementing guidelines (“GLB”), (iv) the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”) and its regulations and guidelines, (v) the Electronic Funds Transfer Act of 1978, (vi) the Check 21 Act, (vii) the Uniform Commercial Code (“UCC”) as applicable and based on Oklahoma law, unless otherwise provided, (viii) Federal Regulations, including but not limited to Regulation E, and (ix) other applicable privacy and consumer protection laws, rules, and regulations, which are in effect or hereinafter enacted or amended.
- g. **Billable Account:** your designated Account (subject to Bank’s approval), that is active and from which Bank may deduct any monthly fees and charges for the Services and other ancillary fees and charges associated with the Services on your behalf for use of the Services.

- h. **Business Account:** an Account used primarily for business purposes, which may be subject to different Applicable Laws.
- i. **Business Day(s):** Our Business Days are Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for federally observed United States holidays. Federal holidays are generally the ten (10) holidays observed by the Federal Reserve Bank. Transactions initiated on Saturday, Sunday, or any federal holiday will be processed by the Bank on the next Business Day.
- j. **Confidential Information:** all of your and Bank's confidential and proprietary information and non-public third party information, including but not limited to passwords, IDs, authentication techniques, security codes or tokens, Bank operations and systems, financial information, trade names, trademarks, copyrights, Bank agreements, documents, Bank policy and procedures, statements, reports, and other similar or Service or Account related information or documentation which is not readily available to third parties or the general public.
- k. **Consumer Account:** an Account used primarily for personal, family and/or household purposes.
- l. **Credit Card Account:** the credit card account associated with your Bank credit card that is issued by Bank for the purchase of goods and services from third party merchants and that is linked to your Accounts.
- m. **CT:** central time zone.
- n. **Customer, you, or your:** the MidFirst customer subscribing to or using the Services and agreeing to the terms of this Agreement.
- o. **External Account:** an account held at another financial institution by you or a third party.
- p. **External Transfers:** the ability for you to transfer funds through an ACH transaction between your designated Account and an External Account.
- q. **eZCard system:** the single sign-on system that can be accessed through the iManage Personal Banking® system to view and manage your Credit Card Account.
- r. **Fee Schedule:** the periodic schedule of fees, pricing, and charges disclosed by the Bank for Account transactions, products, system use, Services, Account benefits, and other services provided by MidFirst, which may be supplemented, updated, and/or revised periodically upon notice to you.
- s. **Funds Verification:** the validation of sufficient funds in your Account for transactions on your Account and your Account being in active good standing with the Bank, as determined by Bank.
- t. **iManage Bill Pay:** a service offered by Bank allowing you to schedule and pay bills through the Bank's iManage Personal Banking® system or via MidFirst Bank Mobile from an Account to selected payees, which are set up in advance, and payments are on a scheduled payment date and may be recurring or non-recurring payments. This service requires an additional agreement.
- u. **MidFirst, we, Bank, us, or our:** MidFirst Bank, including any of MidFirst Bank's affiliated, subsidiaries, or divisions, as well as any service provider, agent, independent contractor, designee, or assignee the Bank may, in its sole and absolute discretion, involve or utilize in the provision of the Services.
- v. **MidFirst Bank Mobile:** a service available to every customer of MidFirst Bank who has a compatible wireless, web-enabled cell phone or other type of mobile device and who is enrolled in iManage Personal Banking and has an iManage Personal Banking user ID that provides account access online. You can enroll to obtain account information and make selected transactions using your compatible mobile device. There is currently no charge for using the MidFirst Bank Mobile service. Your wireless carrier/provider for your mobile device may impose an extra fee in order to make such device "wireless web enabled."
- w. **MidFirst Mobile Deposit:** a deposit-capture service designed to allow you to make remote deposits to your consumer checking, savings or money market accounts by scanning checks and delivering the images and associated deposit information to MidFirst through MidFirst Bank Mobile.
- x. **NACHA:** the National Automated Clearing House Association.
- y. **New Account:** any Account opened for less than thirty (30) calendar days and/or any Account opened after you enroll in the Services.
- z. **Payees:** the selected payees, set up in advance, to whom you desire to send payments.
- aa. **People Pay:** the online and mobile service that allows you to transfer funds from your Account to another individual's account via the Internet or a mobile device. This service requires an additional agreement.
- bb. **Rules:** the rules of the National Automated Clearing House Association ("NACHA") and appendices to the NACHA rules, as amended from time to time. A copy of the NACHA Operating Rules and Guidelines is available for purchase from EPCOR by visiting the online store at www.epcor.org or by calling EPCOR directly at 800-500-0100.
- cc. **Security Procedures:** security methods, procedures, and standards, as required, recommended, or implemented by Bank, which are commercially reasonable based on industry standards, for purposes of implementing, accessing, and/or using the Services and as further described in this Agreement.
- dd. **Services:** all of the Internet or mobile banking services you sign up for and/or use in connection with your Account(s) and as provided for in this Agreement or as may be agreed to in a separate document or agreement.

- ee. **User(s):** individuals that you authorize to access your Account or to use the Services on your behalf and who have your personal information, including but not limited to your User ID and password. Anyone you give your personal information, User ID or password to, will be deemed to be authorized by you to use any Services and make transactions on your Account.
- ff. **User ID:** the user identification that you select to access iManage Personal Banking® and MidFirst Bank Mobile. Your MidFirst Mobile User ID may include iOS Touch ID, if you elect this method of access. Your User ID should be kept confidential.

2. **iManage Personal Banking® Features and Services:**

- a. View detailed Account balances and information;
- b. View images of cancelled checks;
- c. Establish alert messages to notify you of changes in the status of your Accounts;
- d. Initiate stop payment request for checks drawn on your Accounts;
- e. Schedule one-time and repetitive transfers between your MidFirst checking and/or savings Accounts;
- f. Send secure emails to MidFirst Bank;
- g. Enroll in electronic statements;
- h. External Transfers;
- i. Credit Card Account interface to iManage Personal Banking®;
- j. People Pay Services (requires additional agreement terms);
- k. iManage Bill Pay (requires additional agreement terms);

3. **MidFirst Bank Mobile Features and Services:**

- a. View Account balances and information;
- b. View images of cancelled checks;
- c. Transfer funds between MidFirst Accounts;
- d. People Pay Services (requires additional agreement terms);
- e. Credit Card Account information;
- f. iManage Bill Pay (requires additional agreement terms);
- g. MidFirst Bank Mobile Deposit;
- h. Cardless Cash® Service

4. **Hardware and Software Requirements.** These requirements may change from time to time in the discretion of MidFirst or the Licensor (defined below in Section B of this Agreement). MidFirst is not responsible for any third party software you may need to use the Services. Any such software is accepted by you “as is” and is subject to the terms and conditions of the software license agreement you enter into directly with the third party software provider prior to your use of the Services. The requirements for our electronic statements service are slightly different and should be consulted if you choose to enroll in that service.

- 1. To access and/or use iManage Personal Banking®, you must have the following, for which you are solely responsible:
 - A personal computer or other personal device;
- 2. A compatible operating system, (please visit <https://www.midfirst.com/OnlineBanking/SystemRequirements/> for a complete list of compatible operating systems);
- 3. A secure Web Browser (please visit <https://www.midfirst.com/OnlineBanking/SystemRequirements/> for a complete list of compatible web browsers) with Internet “cookies” and “JavaScript” enabled or “turned-on”;
- 4. Your resolution set at 800x600 or 1024x768; and
- 5. Internet access through a third party Internet Service Provider (“ISP”).

These requirements may change from time to time. Adobe® Reader® is required to view electronic statements.

- b. To access and/or use MidFirst Bank Mobile, you must have or obtain at your expense and maintain one of the following compatible devices with a current operating system:
 - 1. iPhone;
 - 2. iPad version 2.0 or higher;
 - 3. Android phone;
 - 4. Android tablet (in order to use MidFirst Mobile Deposit, you must have a rear-facing camera); or

5. Kindle Fire.

5. **Your Password and Authentication.** You will choose a User ID and password that you will use to obtain access to the Services, in addition to any other required authentication questions, controls or procedures. You authorize us to follow any instructions you or your authorized agent enters through the Services using your password. Because your password can be used to access money and information about your Accounts, you should treat your password with the same degree of care and secrecy you use to protect your automated teller machine (“ATM”) card, personal identification number (“PIN”), or other sensitive personal financial data. You agree not to give your password, write it down for visible viewing, or make it available, to any person not authorized by you to access your Accounts. You agree not to share your username or ID and passwords with any person that you are not authorizing to act on your behalf, and you agree not to access our system or to access any third party system, which may impact the Services through the use of someone else’s username, User ID or password. iPhone users may access MidFirst Mobile using iOS Touch ID. Eligible devices include iPhone versions 5S or newer with iOS 8 or higher, and MidFirst Mobile version 3.4.6 or higher. By enabling Touch ID within MidFirst Mobile, you acknowledge that every person with a registered fingerprint on your enabled device will have access to your MidFirst account and the services available on your account, such as Bill Pay, People Pay, and Mobile Deposit. It is your responsibility to review the fingerprints registered on your device to make sure that each person is authorized to access the personal and financial information available within MidFirst Mobile. Fingerprints are only stored on your device. We do not see or store your fingerprint information.
6. **Business Days.** Business Days are defined in the Definitions Section of this Agreement. The Services are available twenty-four (24) hours a day, seven (7) days a week, except during our maintenance periods and periods in which we are unable to offer the Services for technical or strategic reasons, which are in Bank’s sole discretion. We will not be responsible to you or any other third parties for any periods of time when the Services are unavailable or for any delays caused by unavailable Services.
7. **Balance Inquiries, Account Information and Transfers.** You may use certain of the Services to check the balance of your Accounts and to transfer funds among your designated Accounts. In order to initiate one of these transactions, you must first access MidFirst Bank’s website via an Internet connection or sign on to MidFirst Bank Mobile and sign on to the Services using your ID and password. Account balances will be current as of the date and time you sign on to the Services or as set forth in notices or terms of use on the MidFirst Bank website from time to time. The balance displayed by the Services may include deposits or transactions still pending and/or subject to verification. The balance shown also may differ from your records because it may not include deposits in progress, check card authorizations, outstanding checks, or other pending withdrawals, payments, transactions, or charges. Funds transfers will be made available in accordance with the “Funds Availability Policy” as set forth in the Account Agreement and Disclosures. If there are insufficient funds in an Account from which you are requesting a funds transfer, we reserve the right to reject or cancel your request. In addition, your ability to make certain transfers from certain types of Accounts may be limited by Applicable Law (see the Account Agreement and Disclosures for more information). Subject to the terms and conditions of enrollment, you will be able to view information for one or more Accounts in which you have an ownership or relationship. If you do not wish to have the right to view any particular Accounts, please call the MidFirst MoneyLine at 1-866-626-3888, and we will remove the capability to view the Account from your iManage Personal Banking® access.
8. **External Transfers.** External Transfers are limited to eligible personal accounts; (not all personal Accounts or External Accounts are eligible for External Transfers. Business accounts are not eligible for this service.
 - a. *Types of External Transfers.* External Transfers may be either outbound or inbound. Outbound External Transfers are when you transfer funds from your Account to an External Account. Inbound External Transfers are when you transfer funds from an External Account into your Account. All External Accounts that are used to schedule outbound or inbound External Transfers must be properly identified and registered with Bank. You must have full authority to transact and schedule External Transfers on both Accounts and External Accounts.
 - b. *Authorization for Inbound External Transfers.* By enrolling an External Account for inbound External Transfers, you represent and warrant that you are an owner of that External Account, and you authorize Bank to initiate debit transactions on that External Account according to your instructions entered through the iManage Personal Banking® and to correct any errors that Bank may identify. This authorization will remain in effect until you delete the External Account from the External Transfer service. **You should use extreme caution when you register an External Account for inbound External Transfers; never register an External Account for inbound transfers if you are not the owner of that account.**

- c. *Preauthorized and Recurring Transfers.* You may use the External Transfer service to establish pre-authorized transfers on a one-time or recurring basis. Recurring pre-authorized transfers are those transfers that you set-up in advance to automatically occur at regular intervals that you establish. When you set-up an External Transfer in advance, you authorize Bank to initiate such transfers according to the instructions you provide through iManage Personal Banking®. Your authorization for recurring transfers will remain in effect until you delete such transfers from your External Transfer service.
 - d. *External Account Information.* You are required to complete and provide all Bank requested information for External Transfers, including but not limited to account numbers, routing numbers, bank information, and any other information or documentation reasonably requested by Bank. It is your responsibility to ensure the validity and accuracy of any External Account information; Bank may, but is not obligated to, validate any External Account. Accordingly, outbound External Transfers may not be recoverable if sent to an incorrect account. Bank reserves the right to reject enrollment of an External Account for the External Transfer Service for any reason. External Accounts are subject to the rules, terms, conditions, and regulations of the account-holding institution, and your relationship with each External Account provider is independent of Bank and your use of the External Transfer service.
 - e. *Funds and Processing.* You must have sufficient funds in your Account and/or the applicable External Account for the External Transfer to be completed. Any External Transfer initiated on any Business Day after 6:00 p.m. CT, may not be processed until the next Business Day. Funds transferred into your Account by External Transfer will be available on the third (3rd) Business Day following the scheduled External Transfer date. Any funds transferred into a New Account by External Transfer will not be available until the fifth (5th) Business Day following the scheduled External Transfer date. It is recommended that you schedule your External Transfers in advance to allow ample time for Bank to work through any processing errors or issues for failure to confirm the authority or accuracy of information on the External Account. Bank may notify you of any failure to be able to process any External Transfer as Bank is made aware of such. Once an External Transfer is initiated or in process, it cannot be cancelled. If an External Transfer is scheduled and authenticated using your Account, computer, and security information, then any such External Transfer will be your responsibility, regardless of mistake, error, or fraud, subject to Applicable Law.
 - f. *Limits.* External Transfers are limited to and may not exceed \$2,000 daily nor may they exceed \$6,000 monthly. Furthermore, the number of both inbound and outbound External Transfers is limited to eight (8) transfers daily and nine hundred and ninety-nine (999) monthly. These amounts and limits may be modified or changed from time to time in the Bank's discretion or on an exception basis by Bank, at Bank's sole discretion. Subject to Applicable Law, Bank shall have no liability to you or any other person or entity whatsoever for any failure to comply with Bank External Transfer procedures, Security Procedures, the terms of this Agreement, insufficient funds in any Account or External Account, inaccurate information provided by you or a third party, system failures or interruptions, or any failure of any External Transfer to be completed as requested and/or scheduled due to any reason, except for Bank's gross negligence or willful misconduct. All External Transfers must be properly authenticated and in compliance with Applicable Laws.
9. **Credit Card Account Access.** If you have applied for, eligible for, and received a Bank credit card, then your Credit Card Account will automatically be linked with your other personal Accounts in iManage Personal Banking®. Your eligibility to receive a Bank credit card is subject to a separate credit card application, approval, and cardholder agreement; if a Credit Card Account is opened, it will be linked to your personal Accounts for purposes of viewing credit card information. From the iManage Personal Banking® system you will also be able to sign-in directly to your Credit Card Account, through a single sign-on process. In the iManage Personal Banking® system, your Credit Card Account will be identified by the last four digits of your Credit Card Account. You will be able only to view Credit Card Account transactions through the iManage Personal Banking® system. You will be able to manage your Credit Card Account through a single sign-on connection and link to the "eZCard" system, which is a robust system allowing you to view and manage your Credit Card Account, as well as make payments, schedule future payments, review transactions, see historical information, etc. If you do not want your Credit Card Account automatically linked to your personal Accounts profile, you will need to contact the MidFirst Bank MoneyLine at 1-866-626-3888 to request the Credit Card Account be removed from your online linking profile.

Through the single sign-on to eZCard from the iManage Personal Banking® system, you will be able to perform the following functions with respect to your Credit Card Account:

- a. Viewable Options. Through eZCard, you will be able to view and manage the following, in addition to other capabilities:
 - View your next minimum payment

- Identify when the next minimum credit card payment is due
- Review the date and balance of the last credit card statement
- View the amount and date of the last payment posted to the Credit Card Account
- Review your total available line of credit
- Review your remaining available credit line based on your current balance
- View your annual percentage rate by balance category
- View and search historical transaction history and information

- b. Payment Options. In addition to functions above, you will have the ability to make payments to your Credit Card Account from your Bank Account or from an account held at another financial institution. You may make one time payments or set up recurring payments in either a fixed payment amount or a variable payment amount based on your Credit Card Account statement balance and statement date. Your payment will be made from the account you select in the amount and on the date instructed and scheduled by you and will be subject to the account agreement governing the selected account. You will also have the option to select a date in which you want any recurring payments to stop. All payments to your Credit Card Account must be submitted prior to 5:00 p.m. eastern time ("ET") in order to post during the same day; otherwise any payments made to your Credit Card Account after 5:00 p.m. ET will be credited to your Credit Card Account the next Business Day. You will have the ability to review your payment history, make one-time payments, and manage your payment accounts, (both Bank and non-Bank accounts) through the eZCard system, accessible from the iManage Personal Banking® system.
- c. Alerts. You may also set up and manage alerts through the iManage Personal Banking® system and/or the eZCard system to receive notice of Credit Card Account balance information, payment related status updates, as well as other types of standard or customized alerts.
- d. Other Options. In addition to the foregoing, you will also have the option, through the eZCard system to view and search your credit card transactions, select your preference for receiving paper or electronic statements, as well as other options and functionality that are subject to change from time to time. The eZCard card system may have other restrictions and cut-off times that apply when processing payments, which are subject to change from time to time, so you will need to review the restrictions and timing requirements within the eZCard system.
- e. Reward Credit Card Accounts. If you are a rewards Credit Card Account holder, then through a single sign-on from the iManage Personal Banking® system, you will have the ability to view your reward point balances and review your options for redeeming reward points, in addition to other available options for viewing and managing your reward points associated with your Credit Card Account. The reward points associated with your Credit Card Account are subject to additional terms, conditions, and rules, which are available through the applicable website.

10. **Email and SMS (Text) Message Alerts**. iManage Personal Banking® offers a feature whereby you may request that we send you an "email or SMS (text) message alert" upon the occurrence of certain specified events, such as when your Account reaches a specified minimum or maximum balance, when a transfer has successfully occurred or has failed, when your certificate of deposit is scheduled to mature, or when certain deposits to or checks drawn on your Account have cleared. These alerts may be received by you via your email address or mobile phone number. In order to request this feature, you must complete the appropriate online form specifying method of notification and your email and/or SMS (text) message alert preferences. You acknowledge and agree that, although we will attempt to transmit email and/or SMS (text) message alerts in accordance with your specifications, email and/or SMS (text) message alerts are not guaranteed to be accurate, nor are they guaranteed to be sent by us or received by you on a timely basis. You agree that Bank shall have no liability or responsibility to you or any other parties whatsoever for any damages, losses, fees, fines, or costs associated with delay or failure of an email and/or SMS (text) message alert. You agree to take appropriate steps to verify and confirm alert information independently and periodically verify such information is correct. You may also call the MidFirst MoneyLine at 1-866-626-3888 to verify activity and balances or to obtain information regarding your Account. **YOU ARE AND SHALL REMAIN LIABLE FOR ANY AND ALL WIRELESS CARRIER, INTERNET, OR OTHER MOBILE DEVICE CHARGES THAT MAY APPLY FOR EMAILS AND/OR SMS (TEXT) MESSAGES SENT OR RECEIVED.** Please refer to your wireless and/or Internet plan to determine the cost of using the Internet through your wireless device.

11. **MidFirst Mobile Deposit**. The following terms and conditions apply specifically to use of MidFirst Mobile Deposit:

- a. Eligible Items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to MidFirst shall be deemed an "item" within the

meaning of Article 4 of the Uniform Commercial Code as adopted in Oklahoma. You agree that you will not use MidFirst Mobile Deposit to scan and deposit any checks or other items shown below:

- i. Checks or items payable to any person or entity other than you, including a check made payable to you and one or more persons or entities not named as an account holder on your depository Account.
 - ii. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - iii. Checks or items that are not endorsed on the back of the check as specified in this Agreement.
 - iv. Checks or items previously converted to a substitute checks, as defined in Reg CC.
 - v. Checks or items drawn on a financial institution located outside the United States.
 - vi. Checks or items that are remotely created checks, as defined in Reg CC.
 - vii. Checks or items dated more than three (3) months prior to the date of deposit.
 - viii. Checks or items that have previously been submitted through the MidFirst Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
 - ix. Checks or items prohibited by MidFirst's current procedures relating to the MidFirst Mobile Deposit or which are otherwise not acceptable under the terms of your MidFirst account.
- b. Image Quality. The image of an item transmitted to MidFirst using MidFirst Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by MidFirst, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- c. Endorsements and Procedures. A check must be endorsed exactly as it is made payable. Regulation CC endorsement standards restrict the endorsement of the payee to the top 1.5 inches of the check. Rubber stamp endorsements are acceptable on checks taken for deposit. You agree to follow any and all other procedures and instructions for use of MidFirst Mobile Deposit as MidFirst may establish from time to time.
- d. Receipt of Items. We reserve the right to reject any item transmitted through MidFirst Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from MidFirst that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
- e. Fees. We may assess fees as set forth in the Fee Schedule, such as fees for returned items or fees for items dishonored on presentation to the financial institution on which drawn.
- f. Availability of Funds. You agree that items transmitted using MidFirst Mobile Deposit are not subject to the funds availability requirements of Reg CC. Funds deposited using MidFirst Mobile Deposit will be available after MidFirst receives payment for the funds submitted. MidFirst may make such funds available sooner based upon such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as MidFirst, in its sole discretion, deems relevant.
- g. Retention and Disposal of Transmitted Items. Upon your receipt of confirmation from MidFirst that we have received the image of an item, you must retain the original of each item for fifteen (15) business days from the date of transmission. You will mark each imaged item as "electronically presented" or "scanned" after it is transmitted to MidFirst. Upon request from MidFirst, you will promptly provide the retained item or a sufficient

copy of the front and back of the item to MidFirst to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for MidFirst's audit purposes.

- h. **Deposit Limits.** The maximum amount you may deposit in any single transaction through MidFirst Bank Mobile is three thousand dollars (\$3,000.00). The maximum amount you may deposit on any given business day through MidFirst Bank Mobile is five thousand dollars (\$5,000.00) with a limit of eight (8) items. The maximum amount you may deposit during any twenty (20) business day period is ten thousand dollars (\$10,000.00). We reserve the right to impose additional limits on the amount(s) and/or number of deposits that you transmit using MidFirst Mobile Deposit. All limits and amounts may be modified or changed from time to time or on an exception basis by us, in our sole discretion.
- i. **Errors.** You agree to notify MidFirst of any suspected errors regarding items deposited through MidFirst Mobile Deposit no later than sixty (60) days after the applicable MidFirst account statement is sent. Unless you notify MidFirst within sixty (60) days, such statement regarding all deposits made through MidFirst Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against MidFirst for such alleged error.
- j. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in MidFirst's sole discretion subject to the Account Agreement & Disclosure governing your account.
- k. **User Warranties and Indemnification.** You warrant to MidFirst that:
 - i. You will only transmit eligible items.
 - ii. Images will meet the quality standards.
 - iii. You will not transmit duplicate items.
 - iv. You are not aware of any factor which may impair the collectability of the item.
 - v. You will not deposit or represent the original item.
 - vi. All information you provide to MidFirst is accurate and true.
 - vii. You will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify and hold harmless MidFirst from any loss for breach of this warranty provision.

12. **Cardless Cash®.** The Cardless Cash® Service allows you to use MidFirst Mobile to withdraw cash without inserting your debit card at an ATM location. To use the Cardless Cash® Service you must have an eligible MidFirst Bank debit card linked to an eligible MidFirst Bank account. You can find a list of Cardless Cash® accessible ATMs using the "Find Cardless Cash® ATMs" link on the Cardless Cash® page in the MidFirst Mobile application. When you complete a Cardless Cash® transaction, a receipt will be made available in the MidFirst Mobile application and will remain available in the application for 30 days. Receipt information will also be available through iManage Personal Banking. If an account is jointly owned, Cardless Cash® transactions will be associated with the primary debit card for that account and will be subject to limits imposed on that card. Any person accessing your account through MidFirst Mobile can set-up and access a Cardless Cash® transaction. Securing your mobile device(s) and protecting your MidFirst Mobile login credentials, including TouchID, is your responsibility; subject to applicable law, MidFirst Bank assumes no liability for transactions incurred due to loss or theft of a mobile device or unauthorized use of your credentials. By setting up a Cardless Cash® transaction, you authorize MidFirst Bank and its third party suppliers to transmit all data necessary to complete the transaction, and you agree to release and hold harmless MidFirst Bank and its third party suppliers from any loss sustained in connection with misappropriated data.

13. **Security Measures and Operating Procedures.** You recognize and agree that the Services are the property of Bank and/or Bank's third party service provider, and you covenant and agree not to share or disclose any Confidential Information regarding the terms of this Agreement or the Services to any other persons who do not have a legal need-to-know right. You covenant and agree to comply with all Security Procedures, set forth by the Bank, as may be amended from time to time, and to maintain the confidentiality of the Services, all User IDs and passwords, which you adopt or which are assigned to you, and authentication security controls. Furthermore, you covenant and agree to take necessary and reasonable measures to prevent any unauthorized access to the Services. You agree to notify us immediately as set forth in this Agreement, if you believe that your User IDs or passwords have been compromised or that an unauthorized person has gained access to the Services. As applicable by law, you may be responsible and liable for any damages, losses, fees, costs, or expenses which arise out of your failure to maintain sufficient and reasonable security controls on the Confidential Information entrusted to you.

If you use the Services in connection with any Business Account (based on availability and subject to Bank's approval), you acknowledge and agree that you have reviewed the Security Procedures and that you have independently determined that

the Security Procedures (1) are a commercially reasonable method of providing security against unauthorized payments, transfers, access, and other intrusions and (2) are adequate based on the size, type, and frequency of payment orders and/or transfer requests and the Services that you use. You further agree that you are responsible for ensuring that the Security Procedures continue to be commercially reasonable for your use of the Services, and the Security Procedures are reasonable and sufficient at all times. You agree to notify us immediately in writing if you determine the Security Procedures are insufficient for your use of the Services. The occurrence of any unauthorized access or disclosure shall not affect any payments or transfers made in good faith by the Bank, prior to receipt of any notification regarding security; the Bank shall have a reasonable time to act upon notifications from you.

Unless the “Electronic Fund Transfer Disclosures” as set forth in this Agreement are applicable, if an order or request received by us purports to have been transmitted or authorized by you, it will be deemed effective even if not so authorized, provided we acted in compliance with the Security Procedures established by the Bank, regarding the order or request. If an order or request was transmitted or authorized by you, you shall be obligated to pay the amount.

14. **Security Procedures.** To protect against unauthorized use of the Services by any unauthorized persons or third parties, the following Security Procedures shall be employed by you:

- a. Only Users who have established an Account may apply online or via MidFirst Bank Mobile for the Services.
- b. Users represent and warrant that they are legally authorized to be bound by the terms of this Agreement in accordance with Bank policy and Applicable Law.
- c. Users represent and warrant that they are authorized on the Account and will comply with Applicable Law.
- d. Users of the Services acknowledge and agree to the terms and conditions contained in this Agreement either by clicking and agreeing or by any use of the Services, and Service Users must complete certain application information designed to authenticate the applicant as the owner of the Account.
- e. To minimize the risk of unauthorized access to Account information, Users should close your browser, delete temporary Internet files, clear the cache, and delete any cookies if using a public computer.
- f. Users are solely responsible for ensuring that their operating systems and Internet browsers meet the minimum standards and requirements to use the Services.
- g. Users are responsible for monitoring their access to the Services and any activity on Users’ Accounts.

To protect against unauthorized use of the Services by any unauthorized persons or third parties, the following Security Procedures are and shall be employed by Bank:

- a. Applications will undergo validation against current Account information.
- b. To protect against unauthorized transfers, a multilevel Security Procedure is used consisting of User IDs and individual passwords. Other Security Procedures are as follows:
 1. MidFirst Bank uses a certificate issued by Symantec to validate the encryption system used for all communication. One or more firewall servers or devices to control the flow of traffic into the Services.
 2. Intrusion detection software to identify attempted intrusions to the Services.
 3. Virus prevention/detection software for continuous protection against infection.
- c. 128-bit encryption is required for login to the Services.
- d. Bank may, at its discretion, record any call-back conversations with Bank, if applicable.

15. **Errors.** If you suspect or become aware of any errors, defects, mistakes, or fraud with respect to the Services or any associated transactions on your Accounts, then you agree to promptly notify Bank within sixty (60) calendar days of knowledge of such or sixty (60) calendar days following your receipt of your Account statement, on which the error is identified, whichever is sooner. If you fail to notify Bank of any such errors, defects, mistakes, or fraud within the sixty (60) day time frame, then you may not recover any money lost after the 60-day period and any further right to make a claim will be waived.

16. **Electronic Fund Transfer Disclosures.** This section applies only to Consumer Accounts. By your application for and use of the Services, you acknowledge acceptance of these “Electronic Funds Transfer Disclosures,” in addition to the terms, conditions, and policies in the Account Agreement and Disclosures and all other documentation referenced therein and herein.

- a. Electronic Funds Transfers shall have the same meaning as described in the Electronic Fund Transfer Act of 1978 and its implementing guidelines and regulations, including but not limited to transfers for iManage Bill Pay Services

and People Pay Services. Note that bill payments initiated using iManage Bill Pay are also subject to the terms and conditions contained in the separate iManage Bill Payment Enrollment & Customer Service Agreement, which is agreed to by customers for use of iManage Bill Pay Services. People Pay Services are subject to additional terms and conditions also, which are contained in the separate iManage People Pay Enrollment and Customer Service Agreement.

- b. You must notify us AT ONCE should you believe your User ID or password has been compromised, lost, or stolen or if you believe that an unauthorized payment or transfer from your Account has occurred. Contacting us by telephoning may be the best way of keeping your potential losses to a minimum. You could lose all the money in your Account, plus the maximum "Check Protect Account" balance, as identified in your Account Agreement and Disclosures. If you inform us of the lost or stolen User ID or password within two (2) Business Days after you learn of the loss or theft, you can lose no more than fifty dollars (\$50), if someone uses your User ID and password without your permission. If you do NOT notify us within two (2) Business Days after learning about the loss or theft of your User ID and/or password and we can prove that such loss or theft may have been stopped or minimized had you promptly notified us, then you could lose as much as five hundred dollars (\$500.00). Also, if you identify unauthorized transfers on your Account statement, notify us at once. If you do not notify us within sixty (60) days after the first statement was mailed to you, on which the unauthorized transfer is identified, you may not recover any money you lose after the 60-day period and any further right to make a claim will be waived.
- c. If you believe your User ID and/or password has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call us at 1-866-626-3888. Although telephoning us is the best way to minimize your losses, you may also notify us in writing at MidFirst MoneyLine, 999 N.W. Grand Blvd. Suite 600, Oklahoma City, OK 73118-6054.
- d. If you think your Account statement is wrong or inaccurate, or if you need more information about a payment or a transfer listed on the statement, 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:
 - 1) Your name and Account number.
 - 2) A description of the error or the transfer you are questioning and an 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.
 - 3) The dollar amount of the suspected error.
- e.

If you notify us verbally, we may require you send us your complaint or question in writing within ten (10) Business Days. Once notified we will begin our review and within ten (10) Business Days after we receive your written complaint or question, we will determine whether an error occurred and if the error is confirmed, we will correct the error promptly. If we need more time, however, we may decide to take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days after we receive your written complaint or question for the amount you think is in error, 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 put 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 New Accounts, the Bank may take up to ninety (90) days to investigate your complaint or question, provided we provisionally credit your Account for the amount in question within twenty (20) Business Days following notice from you. If Bank request your complaint or question be put in writing and Bank does not receive such writing within ten (10) Business Days following such request, then Bank may not provide you with a provisional credit.

- f. In the case of an error or if you have questions about your electronic (or ACH) transfers, please call us at 1-866-626-3888 or write us at MidFirst Bank, P.O. Box 76149, Oklahoma City, Oklahoma 73147, Attention: EFT Representative.

We will notify you the results within three (3) Business Days after completing our investigation into any error brought to our attention. If we decide there was no error, we will send you a written explanation and settle the Account. You may ask for copies of the documents that we used in our investigation. If no error is found and we provided provisional credit to you during the investigation period, such provisional credit will be debited from your Account upon the completion of the investigation finding of no error. We will notify you of the date and the amount, which is to be debited (or refunded back to Bank for the provisional credit) from your Account. Bank will honor overdrafts, up to the provisional credit amount (or amount debited from your Account), for up to five (5) Business Days following the date of debiting the provisional credit from your Account, at no charge to you.

- g. In the event you require a stop payment on your Account and if you have told us in advance to make regular payments out of your Account, you can stop any of these payments by calling us at 1-866-626-3888 or writing us at MidFirst MoneyLine, 999 N.W. Grand Blvd. Suite 600, Oklahoma City, OK 73118 with sufficient time for us to receive your request, not less than three (3) Business Days before the payment is scheduled to be made. If you instruct us verbally, we may require that you put your request in writing. Stop payment requests are subject to applicable fees and charges as set forth in the Fee Schedule.
- h. If you have arranged for direct deposits to be made to your Account, you can access your Account online pursuant to this Agreement or call us at 1-866-626-3888 to determine if the deposit has been made.
- i. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you and your instructions, any liability is limited to the actual losses or damages incurred by you. Bank shall not be liable for the following:
 - 1. If, through no fault of ours, you do not have enough money in your Account to make the transfer;
 - 2. If the Services are not working properly and you know or knew about the breakdown when you started the transfer;
 - 3. If your computer, Internet access, or modem is or was not working properly;
 - 4. If the Payee mishandles or delays in handling payments sent by us;
 - 5. If you have not provided us with the correct Payee name, address, account information, or payment amount or if you provided any incorrect or inaccurate information;
 - 6. If circumstances beyond our control, (such as fire or flood, terrorism, government shut-down, an act of God, system failures, or Internet down time or service provider connectivity problems), prevent the transfer, despite reasonable precautions that we have taken;
 - 7. If the funds are subject to legal or other encumbrance or restriction; and/or
 - 8. Federal Reserve Board, Office of the Comptroller of the Currency, Federal Deposit Insurance Corporation ("FDIC"), or federal or state banking regulations might prohibit such transfer.

17. **Authorization to Obtain Information.** You agree that we may obtain, collect, and review information regarding you and your Account, including, but not limited to checking on your credit information from an authorized credit bureau in order to process your Account and Service application and enrollment in the Services, as necessary. You agree to provide us written permission to access your credit history, in addition to the consent herein, upon any request. Furthermore, you agree and grant us permission to obtain information from your Payees, Billers, and other third parties necessary to complete your requests for the Services and to complete payments and transactions in connection with this Agreement.

18. **Termination.** You may terminate your use of the Services at any time by calling the MidFirst MoneyLine at 1-866-626-3888 or by writing us at MidFirst MoneyLine, 999 N.W. Grand Blvd. Suite 600, Oklahoma City, OK 73118, or at such other telephone numbers or addresses as included in your Account Agreement and Disclosures or otherwise posted on the Bank website from time to time. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Services terminated to allow us sufficient time to process your request. We may require that you put your request in writing. We will charge you a fee for the month in which your termination is effective in accordance with the "Fees" section of this Agreement and the Fee Schedule. Bank may terminate your use of the Services, in whole or in part, at any time with or without prior notice for any reason. Bank may immediately terminate your access to the Services if your Billable Account is closed, or access to your Billable Account is restricted for any reason. Furthermore, Bank reserves the right to terminate your access to the Services, if you do not access the Services during any ninety (90) day period. If you would like to transfer the Services to a different Account with us, you must provide at least seven (7) Business Days advance written notice to allow us time to transition the Services to another Account. Any termination of this Agreement or any of the Services, in whole or in part, will not affect your liability or obligations under this Agreement for pending or outstanding payments and transactions you have requested for processing or for any fees owed to the Bank. Bank may access, charge, or make a withdrawal on any Account held at the Bank by you for fees or charges owed to the Bank by you in connection with your use of the Services, transactions, payments, or any termination of the Services. If you sign up for the Bill Payment Service or for the People Pay Services, please reference your iManage Bill Payment Enrollment & Customer Service Agreement and/or the iManage People Pay Enrollment & Customer Service Agreement for important information and terms regarding any termination of the Bill Payment Service or People Pay Service.

19. **Fees.** Applicable fees will be charged to your Billable Account (or other applicable Account) for the Services and in accordance with the Fee Schedule. You are responsible for all fees and charges incurred in connection with your and your

User's use of the Services, including all applicable fees set forth in the Fee Schedule and all other third party fees and charges assessed or incurred by your use of the Services. The Bank Fee Schedule was provided at the opening of your Account and is updated from time to time by MidFirst and made available to you

Bank's failure to assess any fees or charges or to assess fees or charges in any specific amount does not waive Bank's right to access, increase, or decrease the amount of charges due at any later time. Bank fees are reviewed periodically by the Bank and fees are subject to change from time to time, at Bank's discretion.

20. **Limitation of Liability.** Bank shall not be liable for any damages, fees, fines, charges, or losses caused by any error, delay, omission, malfunction, or defect in payments and/or transactions initiated, requested, or sent in connection with this Agreement and the Services, which is due to circumstances other than Bank's gross negligence and willful misconduct. If Bank utilizes any third party service providers in connection with the Services provided to you under this Agreement, you agree to look to such third party service providers for any liability, damages, errors, defects, fines, or costs associated with or arising out of your use of such third party services. Except as provided herein and in accordance with Applicable Law, Bank shall have no liability to you, your Users, or any third parties for any failure, delay, mistake, error, or other liability arising from or out of your (or your Users) use of the Services, your or your Users' instructions, and/or your or your Users' payment and transaction requests. You further agree that Bank will not be responsible for any failure of you to receive timely notice if Bank sends notices to the addresses you provide. You agree to indemnify and hold harmless Bank against any and all third party claims, lawsuits, or causes or action arising from, or in connection with, your use of the Services, your instructions, or any information provided by you or for any use of the Services by, instructions by, or information provided by any User. Except as specifically provided herein or by Applicable Law, Bank shall not be responsible to you or to any third parties whatsoever for any indirect, punitive, special, incidental, or consequential damages, caused by or related to the Services, the use thereof, or any other matter arising out of or from this Agreement (including any and all other referenced documents and agreements impacting the Services), including, but not limited to any loss of business, revenue, profits, income, or clients. Except as specifically stated in writing in this Agreement, Bank makes no representations or warranties, express or implied, including, but not limited to warranties of merchantability and fitness for a particular use or purposes with regard to your use of the Services.
21. **Equipment.** Except as provided herein, Bank is not responsible for any loss, damage, or injury whatsoever resulting from:
- a. A Service interruption caused by your electrical power, telephone service, cable access service, or Internet provider;
 - b. The disconnecting of your telephone, cable, or Internet service by your provider or from deficiencies in your provider service quality; or
 - c. Any defect or malfunction of your computer, personal, or other device, modem, router, telephone, cable access, Internet access, software, or other technology to which data from the Services is accessed, downloaded, or stored.
 - d. Bank shall not be responsible for any services relating to your personal affairs, business, accounts, computers, personal devices, or other technology or communication providers other than for the Services and obligations specifically outlined in writing within this Agreement.
22. **Limitations of Services.** Some of the Services have qualification requirements, and MidFirst reserves the right to change the qualifications at any time without prior notice.
23. **Entire Agreement.** This Agreement shall constitute the complete and exclusive agreement between you and MidFirst related to the Services and shall supplement the Account Agreement and Disclosures and any other documentation, disclosures, or agreements related to the Services and your Accounts. In the event of a conflict between this Agreement and the Account Agreement and Disclosures, this Agreement shall control with respect to the detail of the Services only; the Account Agreement and Disclosures will control with respect to general legal terms, fees, governing law, and other non-specific Service related terms. In the event this Agreement conflicts with the terms and conditions posted on the Bank's website from time to time, the terms and conditions on the Bank website shall control, provided such are posted later in time to this Agreement.
24. **Waivers.** No waiver shall be valid, unless expressly agreed to in writing by Bank. No delay or omission by Bank in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that or any other right or remedy.
25. **Assignment.** You may not assign or transfer this Agreement to any other party under any circumstance; this Agreement will automatically terminate in the event of an unauthorized assignment or transfer. Bank may assign this Agreement or

delegate any or all of our rights and responsibilities under this Agreement to any third party with or without notice to you and without your consent.

26. **Governing Law.** ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT WILL BE BROUGHT IN ACCORDANCE WITH THE TERMS OF THE ACCOUNT AGREEMENT AND DISCLOSURE.
27. **Joint Subscribers.** For any joint owner Accounts subscribing to the Services, such Accounts must be properly set-up with matching owners prior to being linked or added for Services in accordance with Bank policy. Where two or more persons subscribing to the Services for their authorized joint Account(s), Bank shall be entitled to rely and act upon instructions, requests, and authorizations from either individual subscriber (or User on the Account). The subscriber must be legally authorized and agree to be bound by the terms and conditions of this Agreement. The User agreeing to the terms of this Agreement will be held responsible, liable, and accountable for their actions and are bound to and liable to any joint subscribers on the Account(s). Bank shall have no liability for any reliance on the instructions, requests, authorizations, actions, and/or omissions of such by either subscriber individually or jointly, or for the actions of any User on an Account, except by Applicable Law. Bank may refuse Services on any Accounts for any reason.
28. **New Accounts.** You authorize us to add to your online banking access any New Accounts opened after your application and enrollment for the Services on which you are listed as owner. Such New Account access will be restricted and limited for a period of time, as determined by the Bank, prior to being eligible for the Services; you will be required to follow Bank instructions for the set-up of New Accounts for the Services, including transfers, payments, or other transactions or by calling the MidFirst MoneyLine at 1-866-626-3888.
29. **Information to Third Parties.** Bank will disclose information about your Account to third parties as provided by the Bank Account Agreement and Disclosures. You authorize us to disclose information to third parties about your Account or the transfers you make or request, as necessary for completing the transfers, Services, or in order to verify the existence and condition of your Account for a third party, such as to a credit bureau, merchant, Biller, or other person necessary for the transaction to be completed as instructed by you.
30. **Representations.** You represent and warrant to Bank that you will use the Services only for the intended purposes outlined in this Agreement and in accordance with Applicable Law. You agree to comply with the terms for the Services in which you enroll. Further, you represent and warrant that you will use the Services for legal purposes only and that you will comply with all Applicable Laws with respect to your Account and the Services.
31. **Changes to this Agreement.** Bank reserves the right to amend, change, or modify this Agreement at any time, for any reason at Bank's discretion and without notice, except as required by Applicable Law. Such amendments, changes, or modifications, will be effective upon (i) posting such to Bank's website or system where the Services are accessed or (ii) upon any continued use of the Services by you or any User. We may provide from our system an alert notification to you of any material Agreement amendments, changes, or modifications. Any continued use of the Services by you or any User shall be considered acceptance of the amended, changed, or modified terms to this Agreement.
32. **Notices to You.** You agree that Bank may provide any notice to you as specified in this Agreement by either posting it to the Bank website, by email to the email address you have provided to Bank, a system alert, or by U.S. mail to the street address you provide to the Bank; any notice form will be at Bank's discretion and in accordance with Applicable Law. Notices sent to you will be effective upon posting, alert, transmission sent, or when sent by U.S. mail.
33. **Electronic Disclosures.** You agree that Bank may make available exclusively via the Bank website all disclosures required by Applicable Law, which may be permissibly given electronically. These include, but are not limited to, required disclosures under Regulation E of Federal Reserve Board and the Consumer Financial Protection Bureau and Regulation CC of the Federal Reserve Board, and as required by the Federal Deposit Insurance Commission. You should print out all such disclosures and a copy of this Agreement and retain a copy for your records. If at any time you are unable to print your disclosures, or should you wish to withdraw your consent to electronic receipt of disclosures, please call the MidFirst MoneyLine at 1-866-626-3888, so the disclosures may be mailed to you in paper form.
34. **Subject to Approval.** You agree that you shall not be entitled to utilize the Services, until your application and enrollment has been reviewed, verified, and accepted by the Bank. You will be notified in writing if your application and enrollment for the Services is declined for any reason.

SECTION B: END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP ("LICENSE AGREEMENT")

To be agreed to by end user before using downloadable application:

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor"), is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this License Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this License Agreement. All rights not expressly granted to you by this License Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This License Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF TEN DOLLARS (\$10.00) OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this License Agreement.
7. **Miscellaneous.** This License Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This License Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this License Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this License Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this License Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. **Content and Services.** Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

iManage Bill Payment Enrollment & Customer Service Agreement

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

BILL PAYMENT SERVICES

This Bill Payment Agreement, the Customer Agreement, the Account Agreement and Disclosures, and other Account documentation and agreements applicable to your Account shall govern your use of the Bill Payment Services, (as defined below).

- 1. The Bill Payment Service.** The Bill Payment Service is an optional Internet banking feature, which may be used in conjunction with Bank's iManage Personal Banking® product; where you may schedule payments directly from your authorized and designated Accounts to third parties whom you have selected in advance to receive payments (“Payees”) through the iManage Personal Banking® bill payment services (“**Bill Payment Services**”). You may make payments through the Bill Payment Services to any business, merchant, or professional that generates a bill or invoice for products or services provided to you, or on your behalf, and that has an address (“**Business Payees**”). You also may make payments through the Bill Payment Services to individuals, family, or friends for non-business purposes (“**Personal Payees**”). The terms “Payee” or “Payees” includes both Business Payees and Personal Payees, as applicable. Bank reserves the right, in Bank’s sole discretion, to determine, at any time, how a Payee should be classified. You can include up to 4,999 Payees on your Payee list. Payments may be made only to Payees with a U.S. payment address. Any Accounts requiring two or more signatures or authorizations to withdraw or transfer funds may not be used as a Billable Account.
- 2. Payee List.** You must provide Bank with complete and accurate information to enable Bank to properly direct a payment to the correct Payee and the correct Payee account (“**Payee Information**”). Payee Information will include, but not be limited to, the name, telephone number, and address of the Payee and the Payee account number. You can enter Payee Information directly using the Bill Payment Service. Additions, deletions and changes to Payee Information are entered directly by you, and are communicated to Bank upon transmission of the information to Bank. Additions, deletions, and/or changes to Payees will be effective immediately. Bank may rely on the accuracy of the Payee Information provided, until such time as you notify us otherwise. Any notifications for additions, deletions, or changes must be in writing and provided to the Bank before they will be effective. Bank will have a reasonable amount of time to implement changes to your Payee Information. Bank will endeavor to update all Payee Information change requests within one (1) full Business Day of Bank’s receipt of the request.
- 3. eBills.** You may also select the option to activate electronic bill statement presentment and payments (“**eBills**”), which will allow you to establish a payment schedule for such eBills to be paid through the Bill Payment Services. With the payment schedule, you can select to pay a designated fixed amount, the total amount of the bill due, the minimum amount of the bill due, or a reoccurring amount with a specific set of designated options based on the eBill presented for payment. In addition, you can determine the desired date you want to pay your bill; you should schedule your payments at least five (5) to seven (7) Business Days prior to the due date of the bill or upon you receipt of the eBill. You have sole responsibility for

setting up eBill presentment through your third party service providers or bill presenters ("**Billers**") and for receiving and reviewing billing statements directly from your Biller. Bank has and will have no authority to set up your eBill services with your Billers and shall have not authority or obligation to make any changes or updates to any of your personal information, including but not limited to name, address, phone number, email address, Internet protocol ("IP") address, or any other personal information changes or modifications with Biller. You will have sole responsibility for updating your personal information with Bank and with Biller separately. Additionally, you will be solely responsible for maintaining, protecting, and updating any and all usernames, passwords, or authentication techniques with your Biller and with the Bank and their respective electronic or Internet websites. It will be your responsibility to activate eBill presentment through your Biller and set-up all authorization and notification requirements. By activating your electronic billing through the Biller, you authorize Bank to act on your behalf to access your billing statements and information necessary to pay bills through eBills and the Bill Payment Services. You understand and agree that the Biller may require several billing cycles to set up your request for eBill presentment to the Bank and you agree to schedule and plan for any delays. You will be solely responsible for maintaining a current balance and paying all bills timely with your Billers; Bank shall have no liability whatsoever to you or the Biller for any reason for any late fees, expenses, or late payments and you agree to indemnify and hold the Bank harmless from any Biller or other third party claims, damages, expenses, costs, or fees which arise out of or relate to eBills or the Bill Payment Services. Both Bank and the Biller reserves the right to accept or deny any payments made through the Bank Bill Payment Services for any reason. The Bank system will store up to eighteen (18) months of bill payment summary information with respect to eBills. If an eBill is received indirectly by Bank, (i.e. Bank pulls the eBill information directly from the Biller's online website for payment) it can be stored on the Bank system for up to eighteen (18) months; however if an eBill is received directly (i.e. the Biller distributes and sends the eBill directly to Bank's third party payment processor for presentment on the Bank system for payment) by Bank, the eBill image will be available only for the time prescribed by the Biller. The retention and ability to see eBill history will be at the discretion of the Bank and/or Biller based on how the eBills are presented and received for payment. Bank shall have no liability for eBill historical information, which is outside the control of the Bank. You must request copies of any billing statements directly through your Biller and set up eBills in accordance with Bank instructions. You should monitor and keep track of all bills paid and those pending for payment. Bank is not responsible for the accuracy of any eBills presented or received by Bank; any discrepancies or disputes regarding the accuracy of any bills or payments must be addressed directly to the Biller. As necessary, you grant Bank the right to access the necessary third party website or system to retrieve necessary account and billing information on your behalf; however Bank shall have no responsibility or liability for any Biller who fails to provide necessary information or data required by Bank to process an eBill in a timely manner. You are responsible for making sure your eBills are timely paid and that accurate information is provided.

4. **Scheduling Payments.** You may electronically schedule a payment using the Bill Payment Services. Payments may be made in any amount of not less than \$1.00 and not exceeding \$25,000.00 ("**Payment Range**"). Your total electronic payments for any given Business Day may not exceed \$25,000.00 ("**Daily Payment Range**"). Bank reserves the right to change the Payment Range and/or the Daily Payment Range at any time. Such changes will be effective upon Bank's implementation and posting of such on its systems or website. Furthermore, Bank reserves, in Bank's sole discretion, to allow exceptions to the Payment Range and Daily Payment Range based upon certain criteria including, but not limited to total relationship with Bank, your credit scores, and/or special requests. As part of the Bill Payment Services, you will designate the Account for payments to be deducted and if you set up payments for recurring payments, then you will receive notification of the amount to be paid from your designated Account, at least five (5) Business Days prior to the funds being withdrawn from your Account.
5. **Delivery of Your Payments.** Using the Bill Payment Services, you may "schedule" a payment for a particular date. The funds for the payment will be deducted from your Account upon the date of scheduling of the payment to Payee; this date may be different than the date a payment is scheduled to be sent or actually sent to the Payee. If your Account has insufficient funds or is no longer an active account in good standing with Bank, then your payment may be delayed or cancelled and you will be responsible for any fees or expenses resulting from such delay or cancellation. Transmission of the payment occurs when your payment is sent to the Payee for delivery; the date the payment is actually sent to the Payee for delivery

is the "Transmit Date." The date the Payee actually receives payment may be later than the Transmit Date, and will depend on whether the payment is made electronically or by check, as discussed below.

- (i) Payments and Funds Verification. You may schedule payments on the same date of your request ("**Same Day Payments**"), on a future date ("**Future Payments**"), or on a recurring basis ("**Recurring Payments**"). For each of the payment types, funds will be verified and withdrawn from your Account on the same day as the payment is scheduled. In the event the funds in your Account cannot be verified by Bank, then Bank may delay or cancel your scheduled payment(s) and/or Bank may send the payment requests through its exceptions processing procedures for further Funds Verification; any exceptions processing will be in Bank's sole discretion. If your Account has insufficient funds, your payment may be delayed or cancelled and Bank shall have no liability for such delay or cancellation.
- (ii) Same Day Payments. Same Day Payments will generally be transmitted the first (1st) Business Day following the day you schedule the payment; provided you have sufficient funds in your Account and your Account is in good standing and there are no restrictions or holds on your funds. Future Payments and Recurring Payments will generally be transmitted on the scheduled payment date. If the scheduled payment date falls on a day other than a Business Day, the payment will generally be transmitted on the next Business Day following the scheduled payment date. You should schedule your payments accordingly taking into consideration any potential transmission delays, including, but not limited to Payee address or instruction changes, technical or transmission failures or delays, and other circumstances, which may be foreseeable or unforeseeable.
- (iii) Payment Methods. We may remit your payments by mailing your Payee a check drawn on a Bank account, we maintain for this purpose, by electronic funds transfer, or by other acceptable means, as Bank may determine, unless otherwise instructed by you when you order an Expedited Payment (as defined below).
- (iv) Processing Time. In order to provide sufficient time for payments to be received by your Payees, electronic payments must be scheduled at least three (3) Business Days prior to the due date and all other payments must be scheduled a minimum of seven (7) Business Days prior to the date the payment is due, excluding any applicable grace periods.
- (v) Expedited Payments. "**Expedited Payments**" allow you to schedule a payment and have the payment sent on same or the next Business Day as scheduling the payment, depending on when your Expedited Payment is scheduled. By scheduling an Expedited Payment, you may schedule and pay bills the same-day electronically or cause an overnight check to be issued and sent to the Payee. For same Business Day electronic or overnight check payments, you must schedule your payment prior to 6:45 p.m. CT Monday-Friday. If you schedule an Expedited Payment after 6:45 p.m. CT Monday-Friday or on a non-Business Day, then your payment will be processed and sent the next Business Day. In addition to the foregoing Bank limitations, all Expedited Payments are subject to Payee validation, Payee established cut-off payment time-frames, and Funds Verification. There is an additional premium fee for Expedited Payments, which will be assessed and charged to your Account in accordance with the Account Agreement and Disclosure. Some exceptions may apply to Expedited Payments and you will immediately be contacted in the event your Expedited Payment request cannot be met by Bank. Once an Expedited Payment is scheduled, it cannot be cancelled.
- (vi) Payment Cancellations. Bank reserves the right to refuse, suspend, or reject any payment or payment request and/or to cancel the Bill Payment Services at any time for any reason. Bank is not responsible for any returned payments or fees associated therewith, due to inaccurate information provided by you, your representatives, or any third parties.

6. **Same Day Payments**. You may schedule Same Day Payments on the same day that you submit the Payee Information or schedule a payment with the Bill Payment Services, provided all Same Day Payments must be requested and initiated prior

to 8:00 p.m. central time ("CT") to be considered scheduled the same day you submitted the information and requests. Same Day Payments refer to the scheduled payment date and not to the transmission date, as described above in Paragraph 4(ii).

7. **Future Payments.** You may schedule a payment up to 364 days in advance.
8. **Recurring Payments.** You may schedule payments to Payees to be automatically transmitted in a fixed amount on a monthly, quarterly, weekly, semi-monthly, semi-annual, annual, or other frequency. If a Recurring Payment date is a day, which does not exist in a certain month, then the payment will be transmitted on the next Business Day of the month or the last day of the month.
9. **Stopping, Canceling or Changing Bill Payments.** You may use the Bill Payment Service to electronically change the payment amount and/or the scheduled payment date of any previously scheduled payment, or to electronically cancel a previously scheduled payment, subject to the limitations herein. A Same Day Payment may be canceled, changed or rescheduled using the Bill Payment Service any time prior to 8:00 PM CT on the scheduled payment date. Future Payments and Recurring Payments may be canceled, changed or rescheduled any time prior to 8:00 p.m. CT on the Business Day prior to the scheduled payment date. If your payment has already been transmitted it may not be cancelled or stopped through the Bill Payment Services. If your payment was transmitted by mailing a check, you may request a stop payment by contacting MidFirst MoneyLine at 1-866-626-3888. Bank will require your name and account number, the date drawn, the exact amount of the payment, and the Payee Information to attempt to fulfill your request. Bank may require you to put your request in writing and get it to us within fourteen (14) Business Days after your initial contact to Bank, or your stop payment order will cease to be binding. All requests to stop payment will incur the stop payment charge as set forth in the applicable Fee Schedule. **ONCE AN ELECTRONIC PAYMENT HAS BEEN TRANSMITTED, IT CAN NOT BE STOPPED.**
10. **Statements.** All of your payments and funds transfers made through the Bill Payment Services will appear on your periodic Account statement(s). The transaction type, Payee name, payment amount, and the Transmit Date will be reflected for each payment made through the Bill Payment Services. You have sole responsibility to monitor and review your statements and the bill paid from your Billable Account and to immediately report any suspected fraud or unauthorized access to your Account or Account information.
11. **Fees.** Applicable fees will be charged to your Billable Account for your Bill Payment Services, in accordance with the Fee Schedule, which was provided to you at the time of opening your Account or which is available upon request. The Fee Schedule is subject to change from time to time by Bank. In addition to Bill Payment Service fees, other fees may apply as established in the applicable Fee Schedule. **PLEASE NOTE THAT CARRIER CHARGES MAY APPLY FROM YOUR MOBILE DEVICE OR INTERNET PROVIDER, WHICH ARE SOLELY YOUR RESPONSIBILITY.** Any failure to assess any fees or charges or to assess fees or charges in any specific amount does not waive Bank's right to increase or decrease the amount of charges at any later time for the Bill Payment Services. Fees are reviewed periodically and are subject to change at any time in Bank's sole discretion. In addition to the fees for the Bill Payment Services, you will be responsible for any other fees, including, but not limited to overdraft fees, which may be incurred in connection with the Bill Payment Services for insufficient funds in or Bank holds on your Account.
12. **Liability.** You specifically acknowledge and agree to be bound by all terms of the Customer Agreement and this Bill Payment Agreement. Additionally, you agree that Bank shall not be liable in the event that a scheduled payment is transmitted in accordance with the timing specifications set forth herein, but is not received by the Payee in a timely manner. You further agree that in any event, notwithstanding the cause of action or theory of liability, Bank's liability related to the timeliness of transfers will not exceed the lesser of Payee's late fee related to the particular late payments or \$25.00. Bank may suspend, reject, delay, cancel, or refuse a bill payment for any reason and Bank shall have no liability to you or any third party for any such suspended, rejected, delayed, cancelled, or refused bill payment, where Bank acts in good faith. You will be responsible for (i) protecting your information, passwords, logon information, and other security with Bank and with any

Billers; (ii) periodically updating and providing accurate and current personal information; (iii) properly following any Biller instructions for setting up and activating eBill billing statement presentment to the Bank; and (iv) fulfilling all other obligations under this Bill Payment Agreement. Under no circumstances will Bank, its affiliates, subsidiaries, officers, employees, or representatives be liable to you or any third parties for any delayed, late, or cancelled payments, fees, expenses, or costs due to insufficient funds in your Account, inaccurate information provided by you or your representatives, services not properly activated, Accounts with restricted funds or instructions, inactive Accounts, or Accounts not in good standing with the Bank. Bank, its affiliates, subsidiaries, officers, employees, or representatives shall not be liable to you or any third parties for any liabilities, damages, fees, expenses, penalties, or costs arising out of your negligence or your failure to monitor your Account and schedule payments accordingly, or for any special, consequential, indirect, incidental, or punitive damages arising from or out of this Bill Payment Agreement.

13. **Right to Terminate.** You may terminate your use of the Bill Payment Services at any time by contacting the MidFirst MoneyLine at 1-866-626-3888 or by writing us at MidFirst MoneyLine, 999 N.W. Grand Blvd., Suite 600, Oklahoma City, OK 73118-6054, or at such other telephone numbers or addresses as included in the Account Agreement and Disclosure, or as otherwise posted on Bank's website from time to time. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Bill Payment Services terminated. Your request to terminate the Bill Payment Services must be in writing and contain the requested date of termination. If you have scheduled payments pending with a scheduled payment date within this ten (10) Business Day period, you are responsible for separately and independently cancelling those payments. Bank shall have no liability for any failed, terminated, or cancelled payments following any notice of termination of the Bill Payment Services from you. If Bank has not completed processing of your termination request and you have not otherwise canceled a payment, you will be responsible for payments with scheduled payment dates during the ten (10) Business Days following our receipt of your written notice of termination. Bill payment fees will apply up and through the effective month of termination. Bank may terminate your use of the Bill Payment Services, in whole or in part, at any time with or without prior notice to you for any reason and Bank shall have no liability whatsoever for any failed, terminated, or cancelled payments due to such termination. Your access to the Bill Payment Service will terminate automatically if your Billable Account is closed, or if access to or funds in your Billable Account are restricted for any reason. Bank reserves the right to terminate your access to the Bill Payment Services if you do not access the Bill Payment Services during any ninety (90) day period. If you would like to transfer the Bill Payment Services to a different Account with Bank, you must provide at least seven (7) Business Days advance written notice to Bank. Termination will not affect your liability or obligations under this Bill Payment Agreement for transactions processed by Bank on your behalf and through any termination or any transfer of Accounts.
14. **Changes to this Agreement.** This Bill Payment Agreement is subject to change, amendment, or modification at any time at the sole discretion of Bank at any time and such changes will be effective immediately when posted by Bank. Bank will provide notice of such changes only as required by Applicable Law. Your continued use of the Bill Payment Services will be deemed as your acceptance of the changes, amendment, or modification of the Bill Payment Agreement terms.
15. **Notices to You.** You agree that Bank may provide any notice as required by this Bill Payment Agreement by posting such notice to the Bank's website; alternatively notice may also be effective if (i) sent by Bank to the email address you have provided to Bank, or (ii) by U.S. mail to the street address you provided Bank. The method of notice is at Bank's sole discretion and will be in accordance with Applicable Law; any notices sent to you by email or U.S. mail will be effective upon mailing.
16. **Electronic Disclosures.** You acknowledge and agree that Bank may make available exclusively via the Bank website any and all disclosures required by law, which may be permissibly given electronically. For reference purposes, you should print out the disclosures in order to retain a copy of them for your records. If at any time you are unable to print your disclosures, or should you wish to withdraw your consent to electronic receipt of disclosures, please contact the MidFirst MoneyLine at 1-866-626-3888, so that the disclosures may be mailed to you in paper form.

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

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

19. **Electronic Fund Transfers.** You acknowledge receipt of the applicable electronic fund transfer disclosures as provided in your Account Agreement and Disclosure and in the Customer Agreement. Such disclosures are applicable to Automated Clearing House ("ACH") transactions transmitted from Consumer Accounts using the Bill Payment Service.

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

As to all Bill Payment Services, you represent and agree that you will comply with, and cooperate with the Bank in its efforts to comply with, Applicable Laws, including, but not limited to regulations promulgated by the Office of Foreign Asset Control ("OFAC") of the United States Treasury Department and laws and regulations relating to financial institution recordkeeping and reporting. You represent and warrant that you are not and shall not violate the OFAC enforced sanctions and that you are not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions.

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

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

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

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