

FIRST BANK ONLINE BANKING SERVICES AGREEMENT

This agreement describes your rights and obligations as a user of the First Bank online, mobile, message alert services or mobile deposit. Please read this Agreement carefully.

Agreement

The terms and conditions of the deposit agreements and disclosures for each of your FB&T accounts, as well as your other agreements with FB&T, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Oklahoma (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. You may not assign this Agreement. This Agreement is binding upon the parties hereto and certain obligations of the parties pursuant to the Agreement will by their nature continue beyond termination, cancellation or expiration of this Agreement.

Online Banking

The following Internet Banking transactions may be performed:

a. Funds Transfers. You may use First Bank online or mobile services to perform unlimited funds transfers from your FB&T checking accounts or savings accounts to other FB&T checking or savings accounts. You may transfer from checking or savings account to make loan payments. NOTE: This Agreement imposes no restrictions on the number of transactions from FB&T accounts or the amounts which may be transferred, but certain limits and restrictions on the frequency of transfers and transaction charges may be applicable with respect to the particular types of accounts subject to this Agreement, particularly Savings and all Money Market accounts. Please refer to the disclosure documents you received at the time these accounts were established for more detailed information on limitations and restrictions applicable hereto.

b. Balance Inquiries. You may use First Bank online or mobile services to check the current balance and other account information on all deposit and loan accounts that you own. With online banking you may download your account transactions to various money manager programs. Sort/search/find capabilities are available for your transactions.

c. Bill Payments, P2P and A2A Transfers. With online banking you may establish bill payment vendors and payments to be paid from your checking account. You may use the P2P option to transfer funds to others or yourself. The transfer can be done within the same institution or to another institution. The Bill Payment Agreement provides additional detail for both of these products. With A2A transfers you may transfer to and from your accounts only. This may be done internally or externally. Exhibit B provides additional detail for this product.

d. Customer Service. You may communicate with FB&T by using First Bank online services to send and receive email messages. You may also start an Online Chat with customer service from within Online Banking or from the Banks Website. These options are available under the contact us link or by clicking the chat bubble icon.

Hours of Operation

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, those received after 3:00 p.m. on business days, and all transactions which are requested on weekends, or holidays on which FB&T chooses to remain closed, will be processed on the next FB&T business day. FB&T's business day ends at 3:00 p.m. Monday through Friday.

Use of Your Password

FB&T utilizes robust multi-factor authentication for online account access in the form of unique user ID's, passwords, device print identification, and security questions. FB&T gives you a Password for use during the initial log-in to online banking; for security purposes, you are required to change your Password after the initial log-in. You determine

what Password you will use, and the identity of your Password is not visible to us. You agree that we are authorized to act on instructions received under your Password. You agree not to allow anyone to gain access to the Services or let anyone know your Access ID or Password used with the Services, including but not limited to Account Aggregation, Personal Financial Management, and/or Accountant Services. Upon three (3) unsuccessful attempts at authorization to use the system, you must contact us to obtain a new temporary Password. You agree to assume responsibility for all transactions up to the limits allowed by applicable law. Your password will be disabled after 90 days of nonuse. FB&T will never contact the online banking customer requesting login information or other credentials. As always, please contact FB&T immediately if suspicious activity is noticed or any information security-related event.

Stolen Credentials

If your Access Code or Password has been lost or stolen, call us immediately at 580-336-5562, 8:15 a.m. to 3:15 p.m. (Central Standard Time). Telephoning us is the best way of minimizing your losses. If your computer has been compromised and/or infected with software or any other mechanism for fraudulent access, the bank will not be liable for any losses that occur. Any fraudulent bank transactions conducted with your credentials or information illegally obtained, will be the responsibility of the customer. Online banking customers should also be aware of the protections provided, and not provided; relative to electronic funds transfers under Regulation E if unauthorized activity at the account level does occur. As an ongoing effort to raise customer awareness, FB&T regularly provides security updates concerning fraudsters who are utilizing sophisticated and malicious techniques to thwart existing authentication controls, gain control of customer accounts, and transfer funds.

Customer's Indemnity

Customer shall use a computer system which is adequately protected with continuously updated anti-virus and anti-malware software and firewalls. Customer will maintain current updates and patches for the operating system and for all virus and firewall software. Customer will establish procedures to ensure that users of the computer are adequately trained in proper procedures for safe usage of the computer, including prohibition of opening e-mails from unknown sources. Customer will use reasonable measures to protect the Service from unauthorized copying, dissemination, disclosure or other unauthorized use. Customer will indemnify and hold harmless Bank, its licensors and providers of the Services, and their respective directors, officers, shareholders, employees and agents, against any and all suits, including but not limited to third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses resulting from the wrongful acts or negligence or omissions of Customer, or any person acting on Customer's behalf, with or without permission, arising in connection with use of the Service, including without limitation (a) a breach by Customer of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Customer, its Indirect Customers, or any third party on behalf of Customer, (c) any modifications or changes to the Service made by Customer or any third party within the control of or on behalf of Customer, (d) any misuse of the Service by Customer or any third party within the control or on behalf of Customer, (e) any failure by Customer to comply with applicable state and federal laws and regulations, (f) any act or omission of Bank that is in accordance with this Agreement or instruction from Customer, or (g) any actions by third parties, such as the introduction of a virus or other computer intrusion or breach, that initiates, fabricates, delays, alters or corrupts the transmission of an electronic file or request to Bank.

General Terms

Changes to Charges, Fees or Other Terms: We reserve the right to change the charges, fees or any other terms described in this Agreement without further notice to you. A notice will be posted on the FB&T web site or mailed at least thirty days in advance of the effective date of any changes. You can choose to accept or decline changes by continuing or discontinuing the use of the Service. The applicable Deposit Account Disclosure and Schedule of Services and Fees govern changes to fees applicable to specific accounts. You agree that all charges will be deducted from your primary account.

Errors and Questions: In case of errors or questions regarding First Bank online banking transactions, call 1-580-336-5562 or write us at:

First Bank & Trust Company
P O Box 878
Perry OK 73077
Attn: Online Banking

We must hear from you at the specified telephone number or address no later than sixty days after we provide you the first statement on which the problem or error appeared. Please refer to the Error Resolution Notice provided to you at account opening or your monthly or quarterly account statement for additional provisions.

Other Agreements

In addition to this agreement, you agree to be bound by and comply with the requirements of the agreements applicable to each of your accounts. Your use of the First Bank online service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts with FB&T, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement.

FB&T's Responsibility to its Customers

FB&T will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of FB&T, you do not have enough money in your account to make the transfer.
- Through no fault of FB&T, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, equipment or technical failure or breakdown) occur which prevent the transfer, despite reasonable precautions we have taken.
- There is a hold on your account, or access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting transfer.
- Your transfer authorization terminates by operation of law.
- You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- We have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- We have reasonable basis for believing that unauthorized use of your access code or password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if either party terminates this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. If your statement shows transfers that you did not make, notify FB&T immediately by calling us at 580-336-5562, Monday through Friday from 8:15 a.m. to 3:15 p.m. (Central Standard Time) or write FB&T at:

First Bank & Trust Company
Attention: Customer Service
P. O. Box 878
Perry, OK 73077

If you do not notify FB&T within sixty (60) days after such statement was mailed to you, you will not recover any money lost which would not have been lost if FB&T had been notified in time.

Inactivity / Termination

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your On-Line Banking privileges under this Agreement without notice to you.

If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the On-line banking service, you must notify FB&T and provide your name, address, whether you are discontinuing On-line Banking, and the effective date to stop Service. You may notify FB&T by one of the following methods:

By initiating cancellation by communicating through our web site.

By calling 580-336-5562 Monday through Friday from 8:15 a.m. to 3:15 p.m. Central Standard Time.

By writing a letter and sending it to the following address:

First Bank & Trust Company
Attention: Customer Service
P. O. Box 878
Perry, OK 73077

Requirements for Online Banking

- Personal computer or mobile device with internet connectivity
- Latest operating system and browser combinations for maximum security

Tips to Reduce Internet Banking Risks:

- Block cookies on your Web browser.
- Don't put your full birth date on your social networking profiles.
- Don't download Facebook apps from outside the United States
- Use multiple usernames and passwords.

Governing Law

This Agreement is governed by the laws of the State of Oklahoma and applicable federal law.

Fee Schedule

FB&T currently offers the benefits and convenience of the First Bank Internet Banking Service to you at NO CHARGE.

Mobile Services Agreement

Thank you for using First Bank & Trust Company Mobile Banking combined with your handheld's text messaging capabilities. Message & Data rates may apply. For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at any time. In case of questions please contact customer service at 580-336-5562 or visit fbt.bank.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of First Bank & Trust Company or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, First Bank & Trust Company and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). First Bank & Trust Company and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. First Bank & Trust Company and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by First Bank & Trust Company (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of First Bank & Trust Company or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose First Bank & Trust Company, any third-

party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

EB&T Alerts Terms and Conditions

Alerts. Your enrollment in **First Bank & Trust Company** Online Banking and/or Mobile Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us.

that contain transactional information about your **First Bank & Trust Company** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as debits, credits, etc.. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Manage Alerts** menu within **First Bank & Trust Company** Online Banking and **Manage Alerts** menu within **First Bank & Trust Company** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **First Bank & Trust Company** reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message, (b) a mobile device, by push notification; or (c) an email account, by an e-mail message; or (d) your **First Bank & Trust Company** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text **"STOP" to 96924 at any time.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **First Bank & Trust Company** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to **96924.** In case of questions please contact customer service at **580-336-5562.** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. First Bank & Trust Company provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **First Bank & Trust Company's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **First Bank & Trust Company**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

that contain transactional information about your **First Bank & Trust Company** account(s). Alerts are provided within the following categories:

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- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **Manage Alerts** menu within **First Bank & Trust Company** Online Banking and **Manage Alerts** menu within **First Bank & Trust Company** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **First Bank & Trust Company** reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a mobile device, by text message, (b) a mobile device, by push notification; or (c) an email account, by an e-mail message; or (d) your **First Bank & Trust Company** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "**STOP**" to **96924** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **First Bank & Trust Company** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “**HELP**” to **96924**. In case of questions please contact customer service at **580-336-5562**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. First Bank & Trust Company provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide

Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **First Bank & Trust Company's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **First Bank & Trust Company**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

Additional Terms

Accepting this agreement. By completing the Mobile Banking set up and Alert templates within First Bank's online banking service, you agree to the terms and conditions herein. First Mobile Banking and Notifi services shall further be described as "Mobile Banking" throughout this Agreement and all disclosures shall apply to both services. Additionally, by using the services, you also agree to be bound by this Agreement.

- a. **Description of Services.** Mobile Banking is a personal financial information management service that allows you to access your First Bank account information, transfer funds between accounts, make loan payments, send message inquiries, and receive message alerts. Once you have enrolled for the Services through our online banking service, designated accounts linked to your Access ID will be accessible through your mobile phone. We reserve the right to modify the scope of the Services at any time.
- b. **Use of Services.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your Wireless Device. We will not be liable to you for any losses caused by your failure to properly use the Services or your Wireless Device.
- c. **Relationship to Other Agreements.** You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e., AT&T, Alltel, etc.), and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions that might impact your use of Mobile Banking (such as text messaging charges or air time), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Your Obligations.

- a. **Account Ownership/Accurate Information.** You represent you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You represent that you are an authorized user of the Wireless Device you will use to access Mobile Banking.
- b. **User Security.** You agree not to give or make available your Mobile Banking access code, PIN, or other means to access your account to any unauthorized individuals. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling 580-336-5562.
- c. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be fraudulent or involve the sale of counterfeit or stolen items,

- including, but not limited to, the use of Mobile Banking to impersonate another person or entity; or (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising).
- d. No Commercial Use or Re-Sale. You agree that the Services are only for the personal or business use of individuals authorized to access your First Bank account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.
 - e. Proprietary Rights. You are permitted to use content delivered to you through Mobile Banking on Mobile Banking. You may not copy, reproduce, distribute or create derivative works from this content.
 - f. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless us and our affiliates and service providers from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone. You agree that we and our service providers may send you, by text message service, email, and other methods, communications relating to Mobile Banking or Notifi, including without limitation welcome messages, information and requests for information relating to the use of these Services.

Charges for this Service.

You agree to pay for Mobile Banking and Notifi in accordance with our fee schedule, as amended by us from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking and Notifi. We may add to or enhance the features of Mobile Banking or Notifi from time to time. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule in effect at the time of such usage.

Additional Provisions.

- a. The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and proper functioning and configuration of hardware, software and your Wireless Device. Neither we nor any of our service providers warrants that the Services will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability or improper functioning of Mobile Banking or Notifi Service, or for any action or inaction taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data, fees charged by an action that could have been avoided had a message alert arrived timely, or loss of personalized settings.
- b. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.
- c. The Services are provided "as is" without warranty of any kind, express or implied, including, but not limited to, warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness.
- d. Neither we nor our service providers are liable for failures to perform our obligations under this Agreement resulting from fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control.
- e. You may cancel your participation in Mobile Banking at any time through your secure internet banking log in under the "My Settings" tab by deleting the Mobile Banking information. You may cancel your participation in Notifi at any time through your secure internet banking log in from the default page under Messages. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including, but not limited to, your non-use or misuse or the Services. You agree that we will not be liable to you or any third party for any change or cancellation of Mobile Banking or Notifi.
- f. You agree that our service providers may rely upon your agreements and representations in Sections 2, 3 and 4 above of this Agreement, and such service providers are, for the purposes of these sections, intended third party beneficiaries to this Agreement, with the power to enforce these provisions against you, as applicable.

First Mobile Banking and Notifi are currently provided at no charge to active account holders. We reserve the right to change the pricing and fee schedule for Mobile Banking and Notifi at any time. Terms and Conditions outlining such fees are available on our website fbt.bank. Your wireless carrier may assess your fees for data services. Please

consult your wireless plan or provider for details.

Mobile Deposit Service

1. **General.** The Bank provides Customer the mobile deposit capture services (“Service”) and program (“Program”), which enables Customer to convert paper checks (“Checks” – a draft as defined under UCC Article 3 that is payable to Customer) and to transmit those items electronically to a third party processor whose services are available to the Bank, and for such third party processor to use electronic information, including images, captured from these checks to process transactions in a forward cash letter. Service provided consists of a check scanning device, access to a web-based application, transmission of those image items and all related materials, documentation, and training.
2. **Laws, rules, and regulations.** Customer agrees to comply with all of the Bank’s existing and future operating and transaction processing procedures; all applicable state and/or federal laws, rules and regulations pertaining to the use of checks and/or drafts; and all Federal Trade Commission (FTC) rules, state data protection laws, and procedural guidelines. These laws, procedures, rules, regulations, and definitions (collectively the “rules”) shall be incorporated herein by reference. In the event of any conflict between the terms in this agreement and the aforementioned rules, the rules will take precedence.
3. **Use of mobile application, etc.** The Bank will provide Customer with the mobile application, online banking access, and procedures in order to create images of the front and back of paper checks received. Images that accurately represent all of the information on the front and back of the check will be converted to an electronic item. The electronic item will contain all required endorsements. The item will be transmitted electronically in order to initiate Check 21 transactions. Each item will remain with the Customer for a period as advised by Bank before being destroyed. The images of the checks will be maintained by the Bank for a period of seven (7) years. Customer will use the Service only in accordance with the terms of this Agreement and will not present items for any other person or business. The Customer agrees not to make the Service available or allow use of the Service in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.
4. **Eligible Checks.** 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 the Bank 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 the Services to scan and deposit any checks as shown below:
 - Checks drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
 - Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you.)
 - Checks payable to you and another party who is not a joint owner on the account.
 - Checks that contain evidence of alteration, or that 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 is drawn.
 - Checks that are drawn or otherwise issued by the US Treasury (i.e. Social Security, Tax Refunds).
 - Canadian checks, foreign checks or checks not drawn on the United States financial institution.
 - Checks that have previously been returned.
 - Checks that are remotely created checks, as defined in Reg CC.
 - Checks dated more than 6 months prior to the date of deposit.
 - Checks where the numerical and written amount are different.
 - Checks that are not properly endorsed on the back of the check as specified per this agreement.
 - Checks previously converted to a substitute check as defined in Reg CC.
 - Checks that have previously been submitted through our Mobile Deposit service or through any other remote capture service with any institution.

We reserve the right to reject any item transmitted through the service at our discretion. If the deposit is rejected or otherwise not posted, we will not be liable. We are not responsible for imaged items that we do not receive during transmission. An image is deemed received when you receive a confirmation from the service. But this confirmation does not mean that the transmission was error-free or complete. Exceptions to these restrictions may be granted on a case-by-case basis.

5. **Image and endorsement requirements.** Each image must provide all information on the front and back of

the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s) and any endorsements applied to the back of the original check. The image quality must meet the standards established by the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. The Endorsement must include signature(s) of all payees, your account number and the words FOR MOBILE DEPOSIT ONLY AT FB&T. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

6. **Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to 580-336-5562 followed by written confirmation within ten business days if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of deposit until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor your use of the Service, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under these Agreement.

7. **Returned Deposits.** Any credit to your account for checks deposited using the Service is provisional. If original checks deposited through the Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you. We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. If a check is returned, we may also debit your account for a returned deposited item fee as disclosed in your account agreement.

8. **Customer obligations.** The Customer agrees to and will be responsible for:

- a. Creating images of authentic and properly endorsed paper checks payable to you by use of an approved smart phone device in order to process Check 21 transactions.
- b. You agree to notify us of any suspected errors related to your deposit made with the Service immediately and no later than 30 days after the applicable account statement is provided, or as disclosed in the account agreement.
- c. You will mark “Scanned in Mobile Deposit” on each item on the face of the check after it has been submitted through the service.
- d. Retaining the paper checks for a reasonable period of time, not less than 15 days, in order to verify settlement and credit and to balance periodic statements. Such checks will be stored in a secure location. Customer will promptly provide any retained check to the Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check.
- e. Using a high degree of care to protect original checks against security risks including but not limited to: (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks and (ii) unauthorized use of information derived from the original checks.
- f. Using a high degree of care when selecting and implementing destruction and disposal procedures. Destruction procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, that the original checks are shredded and no longer readable or capable of being reconstructed.
- g. Changing any and all security passwords related to the Service periodically. The Bank may require Customer to change its passwords at any time. The Bank may deny access to the Service without prior notice if it is unable to confirm to its satisfaction any person’s authority to access the service, or if the Bank believes such action is necessary.
- h. Only using the Service to deposit checks negotiable under UCC Article 3 drawn on financial institutions within the United States, excluding its territories.

- i. Ensuring that each check that is submitted for deposit through the Service will meet the image quality standards established in American National Standards Institute's standard X9.37.
- j. Payment of all telecommunications expenses associated with the Service.
- k. Any and all consequences derived from the Customer's failure to access the Service properly in a manner prescribed by the Bank, and for the Customer's failure to supply accurate input information, including, without limitation, any information contained in an application.
- l. Maintaining with Bank at least one demand deposit or commercial checking account ("Account") for the purpose of providing available funds and for deposit of received funds in connection with the use of the Services. In addition to the terms of this agreement, the account will be subject to a separate account agreement. The Customer agrees to maintain sufficient available collected funds in the account(s) to support any transaction initiated under the Services and to cover any fees the Customer is obligated to pay under this agreement. If at any time there are not sufficient collected funds in the account to cover all outstanding transactions and other payment obligations of the Customer under this agreement, Customer agrees to immediately pay Bank, on demand, the amount of any deficiency in such outstanding transactions and obligations. Bank may, without prior notice or demand, obtain payment from Customer for any of its obligations under this agreement by debiting any account of the Customer at the Bank. Customer further agrees to promptly reimburse Bank for any check processed through this system that is returned to Customer for any reason, including but not limited, to stop payments, uncollected funds, insufficient funds or any other valid reason.
- m. Notifying the Bank within a reasonable time not to exceed thirty (30) days after the delivery of the Account statements by the Bank of any discrepancies between the account statements and the Customer's records of transactions initiated through the Services as disclosed in the account agreement. Failure of the Customer to notify the Bank within said time period of any such discrepancies will preclude the Customer from asserting any claims for damages or other liabilities against the Bank by reason of such discrepancies.
- n. The accuracy and propriety of all entries submitted to the Bank for processing. Customer warrants to the Bank that they were legally authorized to negotiate said check. Customer shall be liable for each entry and warrants that it complies with the rules. Customer shall bear the same liability for forged and counterfeit imaged items as described in the account agreement and under UCC Articles 3 and 4.
- o. Access the Service on a compatible mobile device which is adequately protected with an up-to-date operating system and is an Internet enabled device with photo capabilities as specified by us to use this service.
- p. Establish reasonable precautions and use reasonable efforts, no less rigorous than those Customer uses to protect its own confidential information, to protect and maintain the confidentiality and security of the Service and the Documentation. Without limiting the generality of the foregoing, Customer will use reasonable measures to protect the Service and Documentation from unauthorized copying, dissemination, disclosure or other unauthorized use.
- q. Not, and not permit any third party to, (i) copy or use the Service or Documentation except as expressly authorized by this Agreement; (ii) sublicense, rent, distribute, transfer, publish, disclose, display or otherwise make available the Service to others; (iii) use the Service or Documentation for third-party training, commercial time-sharing or service bureau use; (iv) alter, change, modify or otherwise create derivative works of the Service or Documentation.
- r. Not, and not permit any third party to, reverse engineer, disassemble, or decompile any part of the Service, except to the extent expressly permitted by applicable law. If Customer intends or begins to take any such action based on any applicable law, Customer shall notify Bank and Bank shall have the right to immediately terminate this Agreement and/or the license to the Service upon notice to Customer.

9. **Bank obligations.** The Bank agrees to and will be responsible for:

- a. Providing and delivering all necessary mobile application access.
- b. Providing procedures and support as reasonably required for Customer's implementation of the Service.
- c. Providing maintenance and support for the Service, including but not limited to corrections, troubleshooting, modifications, enhancements, updates, and telephone support to Customer during the Bank's regular business hours. The Bank reserves the right to audit Customer's mobile device as needed.
- d. Ensuring that the Service encrypts all data into an unreadable format, using 128-bit encryption that includes an additional outsourced monitoring and firewall service.
- e. Accepting for deposit into the designated Bank account of Customer digitized images of checks that are transmitted to the Bank in compliance with this Agreement. Images must be complete, usable, and adhere to

the data specifications set forth in all documentation, procedures and processes relating to the Service. If the images are not complete, are not useable, or do not adhere to such data specifications, the images may not be processed by the Bank and/or its processor, in which event Customer's deposit will be adjusted and notification will be provided. Unless Bank notifies Customer otherwise, Bank will follow our Funds Availability Policy disclosed in your deposit account agreement and updated on our website.

- f. Receiving item returns from a Payor Financial Institution (the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check) will either be charged to Customer's Account or will be re-presented to the Payor Financial Institution for a second attempt at collection at the discretion of Bank. Customer will receive proper notification of any returned items being charged to their Account. Items may be returned to Bank as image exchange items or imaged IRD's, rather than substitute checks. If a Payor Financial Institution or other third party makes a claim against Bank or seeks a re-credit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in Customer's Account pending investigation and resolution of the claim.
- g. Retaining the right to suspend immediately the Services or the processing of any Check or corresponding electronic item if Bank has reason to believe that there has been a failure of customer to follow the established policies and procedures outlined above for presentment, processing, retention or destruction of checks, or if Bank has reason to believe there has been or likely may be any breach in the security of the Program, any fraud or misrepresentation involving Customer's Account or any Check presented through the Service, or any uncertainty as to the authorization or accuracy of Electronic Items or for any other reasonable cause. Bank reserves the right at any time to process Electronic Items on a collection basis or to refuse to process items for Customer.
- h. Retaining check images for seven (7) years.

10. **Processing Deadlines.** The Bank has specific processing deadlines ("Cut-off Time") as outlined in Exhibit 'A', which may be amended from time to time by Bank after giving written notice to Customer at least 30 days prior to the effective date of changes. Deposits received by the deadline will be transmitted that day to the Federal Reserve Bank or applicable clearinghouse or image exchange group for settlement on the effective entry day.
11. **Service Fees.** Customer agrees to pay any and all fees for access to the Program as outlined in Exhibit 'A', which may be amended from time to time by Bank after giving written notice to Customer at least 30 days prior to the effective date of changes.
12. **Delivery and Installation.** Bank shall deliver to the Customer procedures outlining access to the Service. Bank further agrees to provide instruction and consultation to assist Customer in its initial setup of the Service. The Customer agrees to perform any maintenance or changes to its mobile device required to accommodate the Service, within their discretion, as Bank is not authorized, nor does it wish to be authorized, to perform system changes or maintenance to the Customer's mobile device. It is solely up to the Customer as to whether any changes or maintenance should be performed. Customer is responsible for assuring that their mobile device operating system is adequately updated.
13. **Maintenance.** After access to the Service is granted, and until the termination of this agreement, Bank will assist the Customer in obtaining technical support, whether it be from Bank staff or the vendor of the Service, for the operation and use of the mobile device and Service, and will provide to the Customer any modifications, refinements, and enhancements to the Service which the vendor may hereafter implement and for which Bank has received notification from said vendor.
14. **Term and Termination.** This agreement is effective from the date the Service is activated and shall remain in force until termination. This agreement shall be terminated (i) upon termination of the account relationship between the parties, (ii) failure of the Customer to comply with the terms and conditions of this agreement, (iii) upon termination of the Mobile Deposit product license agreement, or (iv) any other event which causes the Bank to be unable to provide the Program to Customer. The provisions of this agreement protecting the proprietary rights of the Bank will continue in force after termination. Any termination will not affect obligations arising prior to termination, such as the obligation to process any Checks and Electronic Items, including returned Electronic Items that were in the process of being transmitted or collected prior to the termination date.

15. **Right of Setoff.** Customer hereby acknowledges and agrees that the Bank shall have a right of setoff against any and all accounts at Bank as necessary to cover fees, returns, and refunds owed to the Bank by Customer under this agreement.

16. **Authorization.** The Customer will provide to the Bank properly executed authorizations from the Customer (which may be designated by resolution executed in conjunction with the establishment of Customer's deposit account), in form acceptable to the Bank identifying by name the Customer who is authorized to sign this agreement and perform the obligations of the Customer under this agreement. In the absence of such authorizations, Customer agrees that individuals authorized to sign on Customer's deposit account are authorized to sign this agreement and perform the obligations of the Customer under this agreement. From time to time, the Customer may identify other persons who are authorized to provide instructions or directions to the Bank, to sign any document or instruction on behalf of the Customer relating to this agreement, or to take any action on behalf of the company, provided, however, that the Bank may rely upon, as authentic and duly authorized, any written or other representative of the company regardless of whether the company shall have provided to the Bank any evidence of such person's authority.

17. **Bank's Liabilities.** The Bank's duties and liabilities will be limited to those set forth herein. The Bank's liability shall be limited to direct damages sustained by Customer and only to the extent such damages are a direct result of the Bank's gross negligence or willful misconduct, provided that the maximum aggregate liability of the Bank resulting from any such claims shall not exceed the total fees paid by Customer for the Service resulting in such liability in the six-month period preceding the date the claim accrued. In no event shall the Bank be liable for special, incidental, punitive or consequential loss or damage of any kind including lost profits whether or not the Bank has been advised of the possibility of such loss or damage. The Bank's licensors or suppliers will not be subject to any liability to Customer in connection with any matter.

Bank will not be liable for any of the following, unless liability or loss is a result of Bank's breach of this Agreement or the gross negligence or willful misconduct of Bank or its employees or agents: (i) any damages, costs, or other consequences caused by or related to Bank's actions that are based on information or instructions that Customer provides to Bank; (ii) any unauthorized action initiated or caused by Customer or its employees or agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom Bank has delegated the performance of specific obligations provided in this Agreement; (iv) any refusal of a payor financial institution to pay an electronic item for any reason (other than the breach of contract, negligence or willful misconduct of Bank), including without limitation that the check or electronic item was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet Service providers, telecommunications providers or any other party's own internal systems, or (vii) any of the matters described in Section 15 below.

18. **Customer's Indemnity.** Customer will indemnify and hold harmless Bank, its licensors and providers of the Services, and their respective directors, officers, shareholders, employees and agents, against any and all third-party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses resulting from

- (i) the wrongful acts or negligence or omissions of Customer, or any person acting on Customer's behalf (with or without permission), arising in connection with Customer's use of the Service, including without limitation (a) a breach by Customer of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of Customer, its Indirect Customers, or any third party on behalf of Customer, (c) any modifications or changes to the Service made by Customer or any third party within the control of or on behalf of Customer, (d) any misuse of the Service by Customer or any third party within the control or on behalf of Customer, or (e) the failure by Customer to comply with applicable state and federal laws and regulations;
- (ii) any act or omission of Bank that is in accordance with this Agreement or instruction from Customer; or (iii) actions by third parties, such as the introduction of a virus or other computer intrusion or breach, that fabricates, delays, alters or corrupts the transmission of an electronic item to Bank that such recipient incurred loss due to the receipt of the substitute check instead of the original check.

19. **Warranties; Disclaimer of Warranties.** BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. THE SERVICE IS PROVIDED BY BANK AND ITS LICENSORS ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER HEREBY WAIVES AND RELEASES BANK AND ITS LICENSORS AND THEIR RESPECTIVE OWNERS, OFFICERS, AND EMPLOYEES FROM ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SERVICE, DOCUMENTATION, AUTHORIZED EQUIPMENT AND ANY AND ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION: (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE OF APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USEAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT OPERATION OF THE SERVICE OR THE AUTHORIZED EQUIPMENT WILL BE ERROR-FREE OR UNINTERRUPTED. COMPANY FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. COMPANY HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.
20. **Force Majeure.** Except for the obligation to make payments, nonperformance by either party will be excused to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including, without limitation, acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party nonperformance or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment.
21. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma. The parties shall submit to venue in and jurisdiction of the courts as provided in the Account Agreement.
22. **Assignment.** Customer agrees not to assign, transfer, or dispose of its rights and obligations under this agreement and not to further sublicense, assign or transfer the Service.
23. **Amendments.** Bank may amend the provisions of this Agreement that govern the procedures, functions and fees of the Program, and such amendment will become effective (i) 30 days after Customer's receipt of notification, (ii) upon such later date as may be specified in such notification, or (iii) at such earlier date as Bank may reasonably require if such amendment is necessary or advisable in connection with statutory or regulatory changes or to protect the integrity, security or operability of the Program. Bank may amend this Agreement as otherwise provided herein.
24. **Security Interest.** Customer grants Bank a security interest in the Account, including any present and future principal and interest, as collateral security for the performance of Customer hereunder.
25. **Interpretation.** This Agreement shall be deemed to have been drafted by both parties, and in the event of dispute, no party shall be entitled to claim that any provision hereof should be construed against the other party by reason of the fact that it was drafted by any particular party. The failure of either party to enforce any rights granted under this Agreement or to take action against the other party in the event of any breach shall not be considered a waiver of that right or breach unless the waiver has been reduced to writing and signed by the waiving party. If a party effectively waives a right or breach, that waiver will not constitute a waiver of any other right or breach or of a subsequent breach of the same obligation. If any provision of this Agreement is held invalid, illegal or unenforceable in any particular jurisdiction or circumstance, the remaining provisions of this Agreement shall remain valid and enforceable in such jurisdiction or circumstance, and such provision shall remain valid and enforceable in any other jurisdiction or circumstance.

26. **Complete Agreement.** The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement and any modifications made pursuant to it constitute the complete and exclusive expression of the terms of this Agreement between the parties, and supersedes all other proposals, whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. The parties further agree that this Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the parties or by any prior performance between the parties pursuant to this Agreement or otherwise.
27. **Third Party Beneficiary.** The parties acknowledge that the Bank's processing agent(s) and any party that licenses the Mobile Capture Service to Bank, directly or indirectly through one or more sublicensees, are intended third party beneficiaries of this Agreement.
28. **Notices.** Except as otherwise expressly provided herein, the Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter. Except as otherwise provided herein, any notice under this Agreement must be in writing and will be deemed given upon actual delivery. Any notice shall be addressed to the Bank as follows: First Bank & Trust Company, P.O. Box 878, Perry, OK 73077. And, if to Customer, addressed to the current account address as it appears on file at the Bank, unless another address is substituted by notice delivered or sent as provided herein.

Exhibit 'A'
Mobile Deposit Deadlines, Fees,
and Limits

Deposit Deadline:

The Mobile Deposit deadline, (“Cut-off Time”) is 3:30 PM each business day, (Monday through Friday, excluding holidays), at First Bank & Trust Company. Deposits made after the “Cut-off Time” on any business day or on non-business days, (Saturday, Sunday and legal holidays) will be considered made on the next business day. Deadline means the cutoff time we establish or revise from time to time for the Mobile Capture service transmission.

Legal Holidays:

New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day

For Federal holidays falling on a Saturday, all Federal Reserve Banks and branches will be open for business on the preceding Friday. For Federal holidays falling on a Sunday, all Federal Reserve Banks and branches will be closed the following Monday.

Business Day

Business day means a weekday when the Bank is open for regular business activity and excludes State and Federal holidays.

Fees

Monthly Service Fee \$0.00 Per Item Deposited Fee \$0.00
Account service charges per your account agreement apply. Return check charges and any other activity charges per the FB&T Fee Schedule may apply.

Deposit Limits

| | |
|----------------------------|-----------------|
| Mobile Daily Deposit Limit | <u>\$500.00</u> |
| Mobile Check Deposit Limit | <u>\$500.00</u> |

****Limits may be adjusted at both customer request or bank discretion from time to time.**

Exhibit 'B'
Account to Account Transfer Terms of Service

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and First Bank & Trust Company (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We

reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: PO Box 878, Perry OK 73077. We may also be reached at 580-336-5562 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money

orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the

Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention

services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics,

button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this

Agreement. BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO

CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours

(including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their

consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- e. It is your responsibility to ensure the accuracy of any information that you enter into the

Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account

that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.