



## Account Agreement and Disclosure

### Terms and Conditions of Your Account

Vio Bank is a division of MidFirst Bank, a federally chartered savings association. MidFirst Bank is a Federal Deposit Insurance Corporation ("FDIC") member, and your Vio Bank accounts are insured up to the maximum allowed by law. For purposes of FDIC coverage, deposits held at Vio Bank are deposits held at MidFirst Bank and are combined with any other MidFirst Bank deposits. As used in this Account Agreement and Disclosure, "Bank," "we," "us," and "our" mean MidFirst Bank, acting by and through its Vio Bank division; "you," and "your" mean each person who is named as an owner of the Account or anyone who is authorized to withdraw funds from the Account. "Account" means each and every Account held by you at Bank. We do not provide in-branch services for Vio Bank Accounts; this includes check cashing and other services.

With respect to your Account, you agree to the following terms and conditions:

**1. AGREEMENT.** Your Account is subject to the terms and conditions in this Account Agreement and Disclosure ("Agreement"). We may amend these terms and conditions. You can agree to sign certain documents electronically; this includes checking the appropriate box or otherwise indicating your consent electronically. The term "sign" or "signing" in this Agreement means your signature or your electronic signature. By clicking the appropriate checkboxes or otherwise indicating your consent when submitting your online Account application, you acknowledge that you have opened the type of account indicated on the account opening documents; and you received, understand, and agree to be bound by the terms and conditions of this Agreement. You have been provided a specific account disclosure and a fee schedule ("Fee Schedule") for your Account; and that account disclosure and Fee Schedule are incorporated into this Agreement, as they may be amended. If you enroll in Account services, including online and mobile banking services, the agreements for those services also are incorporated into and made a part of this Agreement. We may alter, amend, or rescind, for any reason, any part of this Agreement (or any other Account-related agreement or documentation), or add new terms, at any time. We will give notice of any such changes that may adversely affect you by: (a) posting them online at [viobank.com](http://viobank.com); (b) sending notice thereof to you at the most recent email address indicated on our records, as permitted by applicable law; or (c) as permitted by applicable law; mailing written notice to the most recent address we have in our records. We are not obligated to notify you of changes to features of your Account that do not adversely affect you in any way. We may immediately implement changes required by law or regulation or to protect the security of your Account or our systems. When necessary, we will provide notice of such changes after we implement the changes. Your continued use of your Account or Account services after implementation of any changes or following any notice of changes to this Agreement constitutes your continued acceptance of this Agreement and all changes and amendments hereto. All Account signers authorize us to make inquiries from any consumer reporting agency in connection with the Account(s). We reserve the right and may close an Account at any time for any reason. You may close your Account at any time for any reason, subject to any prior advance notice requirements related to the particular account, early Account closure fees and penalties, as applicable, and our Funds Availability Policy.

**2. LAWS, RULES, AND REGULATIONS.** Your Account, including deposits to and withdrawals therefrom and this Agreement and any Addendum hereto, shall be subject to and are governed by (a) the laws and regulations of the United States, including those applicable to federal savings associations, and (b) to the extent applicable and not preempted or superseded by federal law or regulations, the laws of the State of Oklahoma.

For purposes of clarification, applicable laws and regulations include, without limitation, (a) applicable rules, regulations and orders, the Consumer Financial Protection Bureau, the Office of the Comptroller of Currency, the Federal Deposit Insurance Corporation, and the Federal Reserve Bank, (b) the rules and operating procedures of any clearing house association of which we are or may become a member or through which we may send items for collections, (c) all Account provisions and requirements posted on our premises or on our websites; and (d) all provisions enclosed with or attached to statements of Account, related Account disclosures or contained in our bylaws, all as now in effect or as may in the future be issued, modified or amended. You agree that you will not make transactions that are restricted under the Unlawful Internet Gambling Enforcement Act (UIGEA).

**3. ACCOUNT OWNERSHIP.** The persons or entities you identify as owners during the online application process are the owners of the Account. Fiduciaries, authorized signers, and agents are not considered Account owners. Account ownership shall, for the purpose of this Agreement, be deemed to be joint tenancy with full rights of survivorship as between and among joint Account owners. If the Account is a Payable on Death ("POD") account, the Account shall be payable on the death of the last Account owner to one or more designated POD beneficiaries, if living, and if not living, to the named estate of the beneficiary. If more than one beneficiary is designated by the Account owner(s), the beneficiaries, if living, and if not living, the named estate of the beneficiaries, shall share equally in the amount payable on death of the last Account owner. Persons who are identified during the online application process as authorized signers or whose signatures appear on applicable account opening or related Account documents have the individual authority to withdraw funds from your Account. Any person who is authorized to withdraw funds but who is not the owner of an Account will be considered an agent of the owner of the Account, with the unlimited right to deal

with the Account on behalf of the Account owner. We have no duty to inquire as to the authority of an agent to deal with the Account, and we have no liability for permitting an agent to withdraw funds from an Account, regardless of the manner of withdrawal or recipient of the funds.

**4. AUTHORIZED SIGNATURE.** For accounts opened online, the signature of any authorized signer identified during the online application process is an authorized signature for your Account. For the payment of funds and for other purposes relating to any account you have with us, we are authorized to recognize your signature, but we will not be liable to you for refusing to honor checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is not genuine. The Bank may honor any check or other item drawn against the Account so long as it contains at least one authorized signature. In addition, we may ask for a form of identification for transactions processed in person or electronically for authentication purposes. In the event of a forgery, we are not liable if a “reasonable person” could not have detected the forgery. Additionally, you may authorize the use of a facsimile signature device or electronically generated signature on checks or other instructions for withdrawal by designation on a separate form. If you have authorized the use of a facsimile signature device or electronically generated signature, the Bank may honor any check or other signed instruction that bears or appears to bear your facsimile signature or electronically generated signature even if it was made by an unauthorized person or electronically generated signature or with a counterfeit facsimile device. Therefore, you should maintain close control over your facsimile signature device and any electronically generated signature and promptly review your statements and cancelled checks for unauthorized use of the device or electronic signature. You agree to hold us harmless from any subsequent claims that may arise based upon our reliance upon such a facsimile signature. If you authorize any person to sign your name or otherwise draw against your Account, including withdrawals initiated electronically, we may honor any withdrawal signed by or authorized by that person whether or not it exceeds the authority you granted.

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

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

**7. RIGHT TO OFFSET & SECURITY INTEREST.** If you owe a debt to us, you grant us a right to offset that debt against any Account you may have. For purposes of this Section 7, Accounts include Vio Bank branded accounts, MidFirst Bank accounts, and accounts you may hold with any of our divisions; and debts include any obligation, except consumer credit card debts, that you may owe to MidFirst Bank or any of its divisions, including Vio Bank. We may, at any time at our discretion, apply any part or all of the balance of your Account(s) to any debt, matured or unmatured, that you or any other Account owner may then owe to us. We will provide you notice of any offset; however such notice may be provided before or after we exercise our right to offset your Account(s). You also grant us a security interest in and to your Accounts to secure debts you may owe to us. If your Account is jointly owned, we may apply the funds in the Account to any debt owed by any Account owner.

**8. MINOR ACCOUNTS.** Vio Bank accounts are not available to individuals under age eighteen (18).

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

**10. YOUR PHYSICAL AND ELECTRONIC MAIL ADDRESS.** You must provide us with an accurate and current email address. You agree that you will advise us immediately of any change to either your physical or email address. Any notice or Account statement mailed or sent electronically by us to the last physical or email address given to us by an owner of the Account will be deemed sufficient. Physical and email mail address change requests are subject to identity verification.

**11. OUR RIGHTS.** We may at any time, and in our sole discretion with or without prior notice, require a minimum deposit, refuse to accept any deposit or cash any check, limit the amount which may be deposited, charge any Account on which you are a signer (subject to legal restraints) for any negative balance created in another account, return all or pay part of any deposit, or close the Account, returning to you personally, electronically or by mail, either cash or an official check for the balance on deposit in the Account. We may also close an Account at any time for any reason. If we exercise our right to close your Account or if you close our Account, we may reopen your Account to process outstanding items. If such item causes a negative balance on your Account, we reserve the right to pursue all remedies available to us, including collection processes. We may decline any transaction, including, but not limited to, any automated teller machine (“ATM”) card, debit card, check or automated clearing house (“ACH”) transactions. We may also place an administrative hold on funds on deposit in any Account if we (1) receive

a claim from a third party relating to an Account; (2) acquire knowledge of facts which might give rise to a claim by or against us relating to an Account; or (3) if we become aware of facts that to us in our sole judgment appear to indicate that the Account is being used for an improper or unlawful purpose or that you have become the victim of a fraud or undue influence. We may exercise this right even if we are not legally bound to honor the claim. We may hold those funds for a reasonable amount of time to conduct an investigation into the facts. Thereafter, we may either release the funds, apply them against any obligation you may owe us or tender them into a court to resolve the issues. We will not be liable for failing to honor, or for any damage which may result from our failure to honor, any checks, preauthorized transfers, ACH transactions, recurring debit card transactions, or other such transfers or withdrawal orders presented after any such action.

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

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

## 12. DEPOSITS.

- (a) All checks or drafts received by us are at your risk and are credited conditionally to your Account subject to final payment. You authorize us to endorse for you any item deposited to your Account. We have the right to decline debits drawn against such credits. If any item is dishonored on presentation to the financial institution on which drawn, it will be charged back to the Account of deposit or, if such Account has insufficient funds, to another Account which the depositor, endorser, or payee is a signer (subject to legal restraints), and you may be charged an applicable fee.
- (b) We will not be responsible for any delay in crediting your Account if the deposit ticket accompanying the deposit has not been properly completed.
- (c) Deposits will not be accepted at the night depository or through the ATM Electronic Teller Network. Any deposit you attempt through these channels will be returned to you at the last known physical address we have for you.
- (d) We will not be liable for dishonor of drafts so received in payment for losses thereon or for losses in transit or for negligence or default of other institutions, agents, or subagents but will exercise ordinary care in their selection. We will be deemed to have exercised ordinary care if we send the item by a duly licensed carrier and through any state or federally chartered institution.
- (e) Funds deposited will be made available to you under the terms described in the Funds Availability Policy section of this Agreement. When we make funds "available" to you, this does not mean that the funds are "good" or that the deposited item has "cleared" the payor bank.
- (f) The outstanding balance of your Relationship shall not exceed \$2,500,000.00 without our prior written consent. Subject to Applicable Law, at any time, we may limit the amount that may be deposited into your Account.
- (g) We may charge back to your Account any items returned to us unpaid or upon which payment has been revoked or rescinded which were deposited into the Account without regard to who made the deposit; whether the deposit was authorized by you; or whether the return to us was timely.
- (h) You will not deposit any item not containing the genuine signature of the drawer and the actual endorsement of each payee without our prior written consent. This restriction means that you will not deposit, among other things, "remotely created checks" and "substitute checks" as those terms are defined by law and regulation. If you deposit such items, you agree to reimburse us for losses, costs, and expenses that we may incur associated with such items.
- (i) Subject to Applicable Law, we reserve the right at any time to refuse any deposit or transfer of funds into your account; and we may return or hold all or any part of a deposit for any reason.

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

We reserve the right, in our sole discretion, to require additional information to authenticate or validate your identity or a withdrawal request, whether such request is made for Wire Transfer, Official Check, or otherwise.



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

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

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

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

**14. CHECKS & CHECK CASHING.** We do not provide in-branch services for Vio Bank Accounts; this includes check cashing and other services. We do not provide check ordering services for your Account, and we may, in our sole discretion refuse any checks written on your Account. We may require identification from persons cashing your checks as we in our sole discretion deem appropriate and may impose fees for cashing checks to the extent permissible by law. We reserve the right to process checks in accordance with the terms and conditions of this Agreement.

**15. STOP PAYMENT.** You may stop payment of a check, ACH withdrawal, transfer, or preauthorized electronic funds transfer by calling us toll free at 888-999-9170 or through online banking if that service is available on your Account. You must notify us with reasonably sufficient time to allow us to act and fulfill your request. You cannot place a stop payment on any one-time debit or ATM card transactions. We have no liability for payment of an item if the stop payment order is received less than 4 hours prior to presentment of an item. A longer period may be necessary depending on the circumstances. We may require a specific period of time in order to fulfill stop payment requests. We must receive a stop payment order for a preauthorized electronic funds transfer at least three (3) Business Days before the scheduled transfer. A written stop payment order expires six (6) months after it is received unless you renew the stop payment order in writing. For ACH withdrawals, you may stop payment of a one-time withdrawal order or place a permanent stop payment on the Account prior to the date of remittance for payment. A permanent stop payment order for ACH withdrawals will remain on your Account indefinitely, unless revoked by you verbally or in writing. A stop payment order must include your name and Account number and a description of the payment, including the date drawn, check number, the exact amount, and the payee named. You agree to review the information on any stop payment notice that we send you in response to a stop payment order by you and to notify us immediately of any inaccuracy.

The time limitations for stopping, canceling, or changing any bill payments scheduled online or using a mobile device are contained in the agreements for such services and are not governed by this paragraph.

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

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

**18. INTEREST.** Interest on deposits is compounded and distributed as described in our Account disclosures. We reserve the right to change our interest rates and annual percentage yields at any time according to our discretion. Interest is reflected in your periodic statement of Account.

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

At various times during the statement cycle, we will transfer funds between the checking subaccount and the money market subaccount. Subaccount activity will not appear on your monthly statements and will not be subject to fees. Account statements will look as if there was only one checking Account. For interest-bearing checking Accounts, both subaccounts will pay the same interest rate and annual percentage yield. For non-interest-bearing checking Accounts, neither subaccount will pay interest. You will have no direct access to the money market

subaccount; you may only access the money market subaccount indirectly through transactions on your checking subaccount. This will have no impact on your use of the Account or, for interest-bearing checking Accounts, the interest you will earn on your Account balance.

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

**20. LIMITATIONS.** Any transfer by wire or ACH to or from any of your transaction Accounts must be from, to, or through a domestic financial Institution. You agree that at such time as your Account is credited with the amount of the transfer, or is credited to a debt of yours, or is otherwise made available to you, any such event shall serve as notification to you of our receipt of the payment order and notice to you of such event. You agree that you will not cause or permit any transfer to any of your transaction Accounts by electronic means, including by wire or ACH, in excess of \$1,000,000.00, without our prior written consent. In the event that no such prior written consent is obtained, you agree that we are not required to accept the transfer; we have no obligation to credit the amount of the transfer to your Account; and we may return the amount of the transfer to the sender so long as we make such return by the close of the banking day following the day on which we receive payment for the transfer. We shall not be deemed to have waived any rights under this paragraph 20, or elsewhere in this Agreement based upon any prior transfer to you.

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

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

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

**24. OVERDRAFTS.** A transaction or item that results in or creates a negative Available Balance in your Account is called an "Overdraft." We decide whether to authorize debit card transactions and pay items based on the "Available Balance" of funds in your Account. We decide whether to assess per-item Overdraft fees based on the "Ledger Balance" of funds in your Account. An Overdraft that results in or increases a negative Ledger Balance in your Account will incur a per-item Overdraft fee as described herein and as set forth in the Fee Schedule. As set forth in the Fee Schedule (see paragraphs 1 and 9 of this Agreement) and as permitted by law, we will assess per-item Overdraft fees for Overdraft items regardless of whether the items are paid or returned.

The "Ledger Balance" is the current balance of funds in your Account at the beginning of the Business Day. For purposes of determining whether to authorize transactions, we determine the "Available Balance" by taking the Ledger Balance and reducing that amount by any outstanding holds for deposits that are not yet available under Our Funds Availability Policy; by debit card items we have authorized but not processed for payment; and by intra-day activities (including but not limited to wire transfers, ATM withdrawals, and other electronic transfers). Certain business operations (e.g., taxis, hotels, rental or leasing companies) may request debit card authorizations in an amount exceeding the amount they ultimately charge you. When we authorize a debit card transaction, we establish a hold and reduce your Available Balance by the full amount we authorize (which may differ from the transaction amount) until the item is paid or is no longer considered to be pending. In the event you deposit a check that is not from a guaranteed source, a hold is placed on the Account to the extent and during the period described in the Funds Availability Policy section of this Agreement. In our discretion, we can reduce the time frame for a hold or choose not

to place a hold at all. For example, in some cases we are able to verify that a check has been honored prior to the time a hold would otherwise expire and can manually remove the hold, making funds available earlier in the process.

You agree that we may pay checks and other items, including ACH items and other electronic debits to your Account, in any order that complies with applicable law. For example:

- We may process deposits before debits.
- We may process certain kinds of electronic items, such as debit card, ATM and ACH items, ahead of other kinds of items, such as checks.
- We may process certain items based on the time they were authorized by us.
- We may process certain items based on the time they were received for processing.
- We may process checks in serial number order.

Multiple Overdraft fees may be charged to your Account in one day. Also, items returned to the presenting institution as a result of insufficient funds may be re-presented to us multiple times for payment by the presenting institution. If sufficient funds are not available in your Account at the time of re-presentation, an additional Overdraft fee may be incurred. To the extent permitted by law, you authorize us to deduct any Overdrafts and any Overdraft fees from any funds that may thereafter be deposited into the Account, even if those funds come from restricted income sources that are exempt from attachment.

We are under no obligation to pay or authorize any item or withdrawal request presented if there are insufficient available funds to cover the item. You agree, however, that, in our sole discretion, we may honor any check, recurring debit card, and/or ACH debits presented to your Account when there are insufficient available funds to cover such items.

We also offer an optional discretionary Overdraft service, Overdraft Privilege that may be available to you for ATM and everyday debit card transactions. For each of your Accounts, you can opt in to Overdraft Privilege (or opt out after first opting in) by calling us toll free at 888-999-9170. You are not eligible for this Overdraft Privilege service unless you have an eligible Account, and you first opt in to the service. If you do not opt in to this Overdraft Privilege service and you attempt an ATM or everyday debit card transaction at a time when your Account does not have sufficient available funds to cover the transaction, the transaction will be declined. Please note that if you do not opt in to this Overdraft Privilege service for ATM and everyday debit card transactions: (i) we will continue to apply our current Overdraft policies to paper check, ACH, and recurring debit card transactions and (ii) the date items are presented for payment and our processing order could still cause a paper check, ACH, or recurring debit card transaction to result in an overdraft of your Account.

You agree that payment of any Overdraft item on any occasion(s) does not obligate us to pay any future Overdraft items. We have no obligation to notify you before we pay an Overdraft item or before we return an Overdraft item unpaid. You agree to pay the amount of any Overdraft and all Overdraft fees immediately upon demand. You agree that we may pursue any collection remedy available under applicable law, of which you may become responsible to reimburse us for any related expenses.

You should know that:

- A maximum of 5 per-item Overdraft fees will be charged on any Processing Day.
- We will not charge any per-item Overdraft fees if your Account is overdrawn by \$5.00 or less at the end of a Processing Day.
- We will not charge any per-item Overdraft fees if the only debit items we process on a Processing Day are fees we assess.
- We will charge a one-time Extended Overdraft Fee if your Account is overdrawn in any amount for at least seven consecutive calendar days. Extended Overdraft Fees are based on your Ledger Balance.

Under our Overdraft Protect and Overdraft credit services, you may agree to authorize automatic transfers from a linked Account or through certain credit services to cover Account Overdrafts, subject to availability of funds in your linked Account or availability of credit subject to applicable restrictions and other limitations. Overdraft Protect is described in further detail near the end of this Agreement. Credit services that may be used for Overdraft protection are subject to the standard applicable credit application, approval and execution of credit documents. For more information about Overdraft Protect, available credit services, applicable terms and conditions, fees and enrollment, please call us toll free at 888-999-9170.

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

**26. NOTICE AND CURE.** Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to this Agreement (as further defined in the Arbitration Provision, a "Claim"), the party asserting the Claim (the "Claimant") shall give the other party (the "Potential Defendant") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Any Claim Notice to you shall be sent in writing to the address we have in our records (or any updated address you subsequently provide to us). Any Claim Notice to us shall be sent by mail to MidFirst Bank, acting by through its Vio Bank division, Attention: Account Claim Notice, P.O. Box 76149, Oklahoma City, Oklahoma 73147 (or any updated address we subsequently provide). Any Claim Notice you send must provide your name and Account number, as well as your address and a phone number where you can be reached during normal business hours and your email address. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. No third party, other than a lawyer you have personally retained, may

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Vio Bank is a division of MidFirst Bank, Member FDIC. Deposits held at Vio Bank are deposits of MidFirst Bank and are combined with any other MidFirst Bank deposits for FDIC insurance purposes.

submit a Claim Notice on your behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Potential Defendant reasonably requests.

**27. WIRE TRANSFERS.** We reserve the right to place limits on domestic and international incoming or outgoing wire transfers at any time if those services are available on your Account. Limitations may include, but are not limited to, limiting the Accounts from which a wire transfer may be sent, the countries and/or banks to which a wire transfer may be sent, and/or the amount of a wire transfer, among other restrictions and applicable fees. For additional information on wire transfers, including any limitations, call us toll free at 888-999-9170. We may, in our sole discretion, require you to provide us additional information to validate or authenticate wire transfer requests.

**28. ARBITRATION PROVISION. PLEASE REVIEW AND READ THIS ARBITRATION PROVISION CAREFULLY. IF YOU DO NOT REJECT THIS ARBITRATION PROVISION IN ACCORDANCE WITH SUBPARAGRAPH (a) BELOW, IT WILL BE PART OF THIS AGREEMENT AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY CLAIM THAT YOU OR WE HAVE AGAINST EACH OTHER, NOW OR IN THE FUTURE.**

**Arbitration is the process for settling disputes where the determination is made by an impartial third party. Arbitration binds the parties to a type of resolution outside of the courts.**

- (a) Your Right to Reject Arbitration Provision: **If you do not want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which gives your name(s) and Account number(s) and contains a statement that you, both or all of the Account owners, if more than one) reject the Arbitration Provision in this Agreement which governs your Account. The rejection notice must be sent to us at MidFirst Bank, acting by and through its Vio Bank division, Attention: Arbitration Rejection, P.O. Box 76149, Oklahoma City, Oklahoma, 73147. A rejection notice is effective only if it is signed by you (including both or all of the Account owners), and such notice is received within thirty (30) days after the day you open your Account (the "Rejection Deadline").**
- (b) Parties Subject to Arbitration: As used in this Arbitration Provision, the terms "we," "us" and "our" mean (a) MidFirst Bank, its divisions, including but not limited to Vio Bank, and any parent, subsidiary or affiliate of MidFirst Bank and the employees, officers and directors of such companies ("Bank Parties"); and (b) any other person or company that provides any services in connection with this Agreement or your Account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party.
- (c) Covered Claims: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement, your Account, any products or services offered by us, including but not limited to, any debit card or ATM card provided to you, Overdraft Protect, Overdraft Privilege and/or Overdraft credit services, and the advertising and disclosures related to the foregoing, if such Claim, dispute or controversy cannot be resolved without a lawsuit or arbitration proceeding. "Claim" includes disputes arising from actions or omissions prior to the effective date of this Agreement (or prior to the time this Arbitration Provision becomes part of this Agreement). "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims, inclusive of any damages or other remedies claimed. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, it does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, subparagraph (g), captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), the final sentence in subparagraph (m), captioned "Severability," and/or this sentence); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole.
- (d) Starting an Arbitration: To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. The parties may mutually agree in writing to waive arbitration.
- (e) Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org); JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.org](http://www.jamsadr.org); or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with at least ten (10) years of experience in handling banking disputes. You get to select the Administrator if you give us written notice of your selection with your notice that you are demanding to arbitrate any Claim or within twenty (20) days after we give you notice that we are demanding to arbitrate any Claim (or, if You dispute Our right to require arbitration of the Claim, within twenty (20) days after that dispute is finally resolved). If you do not select the Administrator within the time specified, we may select the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that is inconsistent with the Class Action Waiver.
- (f) Court and Jury Trials Prohibited; Other Limitations on Legal Rights: **FOR CLAIMS SUBJECT TO ARBITRATION YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. YOUR ABILITY TO OBTAIN**

**INFORMATION AND SEEK DISCOVERY WILL BE MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.**

- (g) Prohibition Against Certain Proceedings: **FOR CLAIMS SUBJECT TO ARBITRATION: (1) YOU MAY NOT PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) YOU MAY NOT ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION. Collectively, this Section (g) is referred to as the Class Action Waiver.**
- (h) Location and Costs of Arbitration: To the extent permitted by the Federal Arbitration Act (the "FAA") and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court or by initiating an arbitration against the other party. The parties may mutually agree in writing to waive arbitration.
- (i) Governing Law: This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in the Oklahoma or federal court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
- (j) Right to Discovery: In addition to the parties' rights to obtain information or discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.
- (k) Arbitration Result and Right of Appeal: Judgment upon the arbitrator's award may be entered by any court having jurisdiction, as specified herein. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000.00 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000.00, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with subparagraph (h) above, captioned "Location and Costs of Arbitration."
- (l) Rules of Interpretation: This Arbitration Provision shall survive the repayment of all amounts owed under this Agreement, the closing of your Account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern.
- (m) Severability: If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Agreement will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.
- (n) Special Payment: If (1) you submit a Claim Notice in accordance with Paragraph 27 on your own behalf (and not on behalf of any other party); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$10,000.00, plus attorneys' fees.

### **Electronic Funds Transfer Your Rights and Responsibilities**

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



Terms and conditions relating to electronic funds transfers conducted through online and mobile banking are contained in the agreements for such services in effect at the time an electronic funds transfer was made, and should be read and understood in conjunction with this Agreement. To the extent that the terms or conditions of the Vio online banking agreements conflict with this Agreement, the online banking agreements shall control with respect to the details of the service described in the online banking agreement. In all other cases this Agreement shall control.

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

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

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

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

**NOTIFICATION PROCEDURES:** If you believe your Card(s) and/or PIN have been lost, stolen, or that someone has transferred or may transfer money from your Account without your permission, call 888-999-9170 or write Vio Bank, Attention: Bank Operations at the following address: P.O. Box 76149, Oklahoma City, Oklahoma, 73147. If a good reason (such as a long trip or hospital stay) kept you from promptly notifying us, we may, at our discretion, extend the time periods. Once an ATM card, debit card or PIN is reported lost or stolen, ATMs will disregard transaction requests and may retain the card inside the machine if you or anyone else attempts to use it.

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

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

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

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

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

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

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

These electronic check conversions constitute electronic funds transfers.

**5. LIMITATIONS ON TRANSACTIONS.** Where available, withdrawals are subject to the following limitations:

- (a) You may withdraw the maximum cash withdrawal amount (as referenced below) or your Account balance (whichever is less) from an electronic terminal, such as an ATM, per day, per ATM card or debit card. You may use your ATM card or debit card to purchase goods and services each day (“Point of Sale”) subject to the limits set forth in below, as long as the Available Balance of your Account is sufficient to cover the aggregate of all purchases. The cash withdrawal (ATM) and cash advance daily limit, including any ATM fees, is \$520.00\* for most consumer customers and \$1,020.00 for Private Bank consumer customers. The Point-of-Sale daily limit is \$2,500.00\* for most consumer customers.
- (b) Also, note that at certain times mechanical malfunctions of the system may cause withdrawals to be limited to \$100.00 cash withdrawal, including ATM fees, and \$500.00 at the Point of Sale until the malfunction can be corrected.
- (c) Funds deposited will be made available to you under the terms described in the Funds Availability section elsewhere in this Agreement.

\*These are the standard limits for most consumer Accounts. Depending on your Account type, you may qualify for larger or smaller limits.

**6. CHARGES.** On certain Accounts there may be charges for ATM card and debit card transactions made at non-Bank ATMs. There may be a charge for replacement or additional ATM card, debit card or PINs requested as a result of loss or negligence. Please refer to the Fee Schedule for specific fee information related to electronic fund transfers.

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

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

**7. DOCUMENTATION.** At the time of any card transaction using an ATM card, debit card or Point-of-Sale terminal, you may receive a transaction receipt, which will include the amount, date, type of transfer, identity of Account and bank or merchant, location of terminal, identity of any account where funds are transferred, and transaction identification number unless the transaction is \$15.00 or less. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us toll free at 888-999-9170 to find out whether or not the deposit has been made. Your regular monthly statement will reflect ATM card or debit card transfers, direct deposits and withdrawals, and preauthorized electronic fund transfers.

**8. RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS.** You may stop payment of preauthorized transfers as described in this Agreement. Preauthorized transfers are an electronic fund transfer authorized in advance to recur at substantially regular intervals. The time limitations for stopping, canceling or changing any bill payments scheduled via online or mobile banking, such as Bill Pay, if those services are available on your Account, are contained in the applicable service agreement and are not governed by this paragraph.

You may use your ATM card or debit card to pay for goods and services at retail locations via Point of Sale that displays the Visa® if you have our ATM card or debit card with the Visa® symbol. We will charge your Account for all purchases and withdrawals made with your ATM card and debit card. The use of your ATM card and debit card to purchase goods and services will constitute a simultaneous withdrawal from your applicable Account. Notwithstanding anything to the contrary, you CANNOT PLACE A STOP PAYMENT ON ANY TRANSACTION MADE WITH YOUR ATM CARD OR DEBIT CARD.

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

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

Also in the case of any error or malfunction that was not intentional on our part and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adopted to avoid any such error, our liability is limited only to actual damages proved. Except as specifically provided herein or by law, we shall not be responsible for any indirect punitive, special, general or consequential damages for any other matter addressed in this Agreement.

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

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

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

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

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

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

IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: Telephone us toll free at 888-999-9170, or write us at Vio Bank, Attention: Bank Operations P.O. Box 76149, Oklahoma City, Oklahoma, 73147.

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

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

**12. CONFIDENTIALITY.** Please see the section of this Agreement entitled "Customer Information Disclosure" regarding circumstances under which we will disclose information to third parties about your Account.

**13. CHOICE OF LAW.** We may accept on your behalf payments to your Account which have been transmitted through one or more ACH and which are not subject to the Electronic Fund Transfer Act; and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the law of the State of Oklahoma.

### Funds Availability Policy

**1. GENERAL.** Except as otherwise described below, we will make funds from your deposits available to you on the first Business Day after the day we receive your deposit. However, many exceptions apply, and funds deposited using mobile or online banking services may be subject to different availability as set forth in the agreement covering service you used to deposit funds. If you will need the funds from a deposit right away, you should ask us when the funds will be available. Once funds are available, you can withdraw the funds, and we will use the funds to process transactions on your Account.

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

**2. WHEN DEPOSITS ARE RECEIVED.** For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. However, only deposits made via Mobile Deposit before the cutoff time on a Business Day that we are open will be considered received on that day. We do not accept cash deposits. The cutoff time for mobile deposit is 8:00 p.m. central time.

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

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

**3. LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that are deposited by check or deposited by other channels available to you on the first Business Day after the day of your deposit. Depending on the type of deposit, whether by check or other means, funds may not be available until the second Business Day after the day your deposit is received. However, the first **\$200.00\*** of your deposits may be available on the first Business Day after your deposit is received. **\*Effective July 1, 2020, the first \$225.00 of Your deposits may be available on the first Business Day after Your deposit is received.**

If we are not going to make all of the funds from your deposit available on the first Business Day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Funds you deposit by check may be delayed for a longer period if: (i) we believe a check you deposit will not be paid; (ii) you deposit checks totaling more than **\$5,000.00\*** on any one Business Day; (iii) you redeposit a check that has been returned unpaid; (iv) you have overdrawn your Account repeatedly in the last six (6) months; or (v) there is an event that occurs, which is out of our control such as an emergency, communications or computer equipment failure, natural disaster, act of terrorism, sanction or restriction against the transaction, or other event outside our control.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7<sup>th</sup>) Business Day after the day of your deposit; funds deposited using online or mobile banking services will be made available according to the terms and conditions governing the service

Your deposit may encounter delays if required by law.

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

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

**6. HOLDS ON OTHER FUNDS—MOBILE AND ONLINE SERVICES.** If you use a mobile or online banking service to deposit funds in your Account, we may place a hold on those funds according to the terms and conditions governing the service you use to deposit those funds. Funds that are deposited through a clearing house transaction, such as an ACH transaction, will be available no later than the eleventh (11) day following receipt of such funds in your Account.

**7. HOLDS ON MOBILE DEPOSIT.** Funds received from mobile deposits are generally made available within the above policy timeframes; however, we reserve the right to make these deposits available at our discretion.

**8. SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer of MidFirst Bank, acting by and through its Vio Bank division, special rules will apply during the first thirty (30) days your Account is open. Funds from electronic direct deposits, cash deposits or wire transfers to your Account will be available on the Business Day we receive the deposit. The first **\$5,000.00\*** of a Business Day's total deposits of official, certified, tellers, travelers, and state and local government checks will be available on the first (1<sup>st</sup>) Business Day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over **\$5,000.00\*** will be available on the ninth (9<sup>th</sup>) Business Day after the day of your deposit. If your deposit on these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first **\$5,000.00\*** will not be available until the second (2<sup>nd</sup>) Business Day after the day of your deposit. Funds from all other check deposits will be available on the eleventh (11<sup>th</sup>) Business Day after the day of your deposit. **\*Please note, effective July 1, 2020, the \$5,000.00 will increase to \$5,525.00.**

### Substitute Checks and Your Rights

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

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

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your Account incorrectly (for example, if you think that we withdrew the wrong amount from your Account or that We withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, returned check fees).

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

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

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

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your Account, please contact us toll free at 888-999-9170. You must contact us within forty (40) calendar days of the date that we mailed the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We may extend this time period if you were unable to provide a timely dispute notice because of extraordinary circumstances outside your control.

Any dispute notice from you must include:

- (a) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect).
- (b) An estimate of the total actual amount of your loss.
- (c) An explanation of why the Substitute Check you received is insufficient to confirm that you suffered a loss.
- (d) A copy of the Substitute Check and/or the following information to help us identify the Substitute Check: identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check.

### **Overdraft Protect**

If you have requested or authorized Overdraft Protect services or Overdraft credit services in your Agreement or otherwise, such services are subject to the terms and conditions contained in this Agreement, the Fee Schedule, and your signed Overdraft Protect Agreement and Authorization. By requesting Overdraft Protect services or Overdraft credit services, you authorize and direct us, as your agent, until your authorization is revoked in writing and delivered to us, to effect the automatic transfer of funds from the Transferor Account or designated credit service to the Transferee Account, as identified in the Overdraft Protect Agreement and Authorization, provided the automatic transfer of funds will cover the entire Overdraft amount in the Transferee Account, as well as the associated Overdraft Protect transfer fee, except if such action violates state or federal regulation. You represent that you have an ownership interest in and are authorized to withdraw funds from each of such Accounts. If one (1) or more items are presented to us and the Transferor Account does not contain sufficient funds or sufficient credit is not available to cover the entire Overdraft amount caused by all of the items presented as well as the Overdraft Protect transfer fee, no transfer will occur and you may be assessed the current Overdraft fee(s). We reserve the right to not make any particular transfer.

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

## FACTS

### WHAT DOES VIO BANK, A DIVISION OF MIDFIRST BANK, DO WITH YOUR PERSONAL INFORMATION?

#### Why?

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

#### What?

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

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

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

#### How?

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

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

#### Questions?

Call 888.999.9170 or go to [viobank.com](http://viobank.com)

## Who we are

**Who is providing this notice?**

Vio Bank, a division of MidFirst Bank

## What we do

**How does Vio Bank protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Third parties who assist Vio Bank by providing services are required by contract to protect nonpublic personal information from unauthorized access.

**How does Vio Bank collect my personal information?**

We collect your personal information, for example, when you:

- Open an account
- Apply for a loan
- Pay your bills
- Use your credit or debit card
- Make deposits or withdrawals from your account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Vio Bank does not share with our affiliates.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial or nonfinancial companies.

- *Vio Bank does not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partner includes an investment services company.*

## Other Important Information

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