

## Online and Mobile Banking Customer Agreement

As used herein, “we,” “us,” “our,” and “Bank” mean MidFirst Bank, its subsidiaries, divisions, service providers, agents, independent contractors, designees, or assignees who provide any of the Services, in whole or in part, acting by and through its Vio Bank division,. Other capitalized terms have the meaning assigned to them in your Account Agreement and Disclosure, unless otherwise defined below.

This Online and Mobile Banking Customer Agreement (“Agreement”) governs your use of Vio Bank Online Banking (“Online Banking”) and the Vio Bank Mobile Application (the “Mobile App”). Collectively, Online Banking and the Mobile App are referred to as the “Platforms.”

When you accept the terms of this Agreement, you represent that you are legally authorized to accept and be bound by the terms of this Agreement and that you will be enrolled in the Services you select, which are described herein. You may accept the terms of this agreement by clicking the appropriate button or selecting the appropriate checkbox, as determined by the Platform. This Agreement contains the terms and conditions of your enrollment and your use of the Platforms and Services (defined below), including, but not limited to, your rights, obligations, and liabilities; system requirements and security features; and applicable fees. You should print and keep a paper copy of the most recent version of this Agreement for your reference and records. **Your use or continued use of any of the Services constitutes your agreement and acceptance to the terms of this Agreement and all other agreements and documents referenced herein, as they may be amended by us.** We reserve the right to modify, change, or amend any of the Services and/or the terms of this Agreement (or any other agreement you have with us), at any time, for any reason, and without notice, unless otherwise required by Applicable Law.

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

We provide you the Mobile App, which is powered by a third party mobile technology solution (the “Licensor”). Section A of this Online and Mobile Banking Customer Agreement is a legal agreement between you and Bank. Section B of this Online and Mobile Banking Customer Agreement is a legal agreement between you and the Licensor.

### SECTION A: ONLINE AND MOBILE BANKING TERMS AND CONDITIONS

#### 1. Definitions.

- a. **Account and/or Accounts:** your Bank accounts, your loan accounts that may be accessed using Online Banking, the Mobile App, and the Services.
- b. **Account Agreement and Disclosure(s):** agreement and disclosure you received and agreed to when you opened your Account(s), which may be amended or updated from time to time by Bank, and which establishes the terms and conditions governing Account holders, signers, and/or owners as well as Account activity and electronic funds transfers. You received and acknowledged this agreement electronically at the time of opening your Account.
- c. **Agreement:** collectively this Online and Mobile Banking Customer Agreement and any other ancillary agreements, forms, or documents relating to the Services or referencing this Online and Mobile Banking Customer Agreement, and any amendments, modification, updates, or changes hereto.
- d. **Applicable Law:** the applicable federal, state, and local laws, rules, guidelines, and regulations applicable to the Services, including, but not limited to (i) the Rules, (ii) the Office of Foreign Asset Control (“OFAC”) and its regulations promulgated through the United States Treasury Department and the laws and regulations relating to financial institution recordkeeping and reporting, (iii) the Gramm-Leach-Bliley Act of 1999 and its implementing guidelines (“GLB”), (iv) the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”) and its regulations and guidelines, (v) the Electronic Funds Transfer Act of 1978, (vi) the Check 21 Act, (vii) the Uniform Commercial Code (“UCC”) as applicable and based on Oklahoma law, unless otherwise provided, (viii) Federal Regulations, including but not limited to Regulation E, and (ix) other applicable privacy and consumer protection laws, rules, and regulations, which are in effect or hereinafter enacted or amended.
- e. **Billable Account:** your designated Account (subject to Bank’s approval), that is active and from which Bank may deduct any monthly fees and charges for Services and other ancillary fees and charges associated with the Services.

- f. **Business Account:** an Account used primarily for business purposes, which may be subject to different Applicable Laws.
- g. **Business Day(s):** Our Business Days are Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for federally observed United States holidays. Federal holidays are generally the ten (10) holidays observed by the Federal Reserve Bank. Transactions initiated on Saturday, Sunday, or any federal holiday will be processed by the Bank on the next Business Day.
- h. **Confidential Information:** all of your and our confidential and proprietary information and non-public third party information, including but not limited to passwords, IDs, authentication techniques, security codes or tokens, Bank operations and systems, financial information, trade names, trademarks, copyrights, Bank agreements, documents, Bank policy and procedures, statements, reports, and other similar or Service or Account related information or documentation which is not readily available to third parties or the general public.
- i. **Consumer Account:** an Account used primarily for personal, family and/or household purposes.
- j. **CT:** central time zone.
- k. **Customer, you, or your:** the individual subscribing to or using the Services and agreeing to the terms of this Agreement and any Users (defined below).
- l. **External Account:** an account held at another financial institution by you or a third party.
- m. **External Transfers:** the ability to transfer funds through an ACH transaction between your designated Account and an External Account.
- n. **Funds Verification:** the validation of sufficient funds in your Account for transactions on your Account and your Account being in active good standing with the Bank, as determined by Bank.
- o. **Mobile Deposit:** a deposit-capture service designed to allow you to make remote deposits to your Consumer Accounts by scanning checks and delivering the images and associated deposit information to Bank through the Mobile App.
- p. **NACHA:** the National Automated Clearing House Association.
- q. **New Account:** any Account opened for less than thirty (30) calendar days and/or any Account opened after you enroll in the Services.
- r. **Rules:** the rules of the National Automated Clearing House Association ("NACHA") and appendices to the NACHA rules, as amended from time to time. A copy of the NACHA Operating Rules and Guidelines is available for purchase from EPCOR by visiting the online store at [www.epcor.org](http://www.epcor.org) or by calling EPCOR directly at 800-500-0100.
- s. **Security Procedures:** security methods, procedures, and standards, as required, recommended, or implemented by Bank, which are commercially reasonable based on industry standards, for purposes of implementing, accessing, and/or using the Services and as further described in this Agreement.
- t. **Services:** all of the online or mobile banking services you sign up for and/or use in connection with your Account(s) and as provided for in this Agreement or as may be agreed to in a separate document or agreement.
- u. **User(s):** individuals that you authorize to access your Account or to use the Services on your behalf and who have your personal information, including but not limited to your User ID and password. Anyone you give your personal information, User ID or password to, will be deemed to be authorized by you to use any Services and make transactions on your Account.
- v. **User ID:** the user identification that you select to access Online Banking and the Mobile App. Your Mobile App User ID may include iOS Touch ID, if you elect this method of access. You should keep your User ID confidential.

2. **Online Banking and Mobile App Features and Services:** You can access the Platform on your compatible device. You are solely responsible for obtaining such a device. You must have a wireless, web-enabled cell phone or other type of mobile device and be enrolled in Online Banking to use the Mobile App. You can download the Mobile App and enroll to obtain certain account information and make selected transactions on your mobile device. We do not currently charge for the Mobile App, but your wireless carrier/provider may impose an extra fee in order to make such device "wireless web enabled." **CARRIER CHARGES MAY APPLY FROM YOUR MOBILE DEVICE OR INTERNET PROVIDER; THESE CHARGES ARE SOLELY YOUR RESPONSIBILITY.** Every Service is not available in both the Mobile App and Online Banking. As available, you can use the Mobile App and/or Online Banking to do the following:

- a. View Account balances and information;
- b. Establish alert messages to notify you of changes in the status of your Accounts;
- c. Initiate stop payment requests for certain transactions;
- d. Schedule one-time and repetitive transfers between your Accounts;
- e. Send secure emails to us; and

f. Schedule External Transfers.

3. **Hardware and Software Requirements.** We may change these requirements from time to time in our discretion or as may be required by the Licensor (defined below in Section B of this Agreement). We are not responsible for any third party software you may need to use the Services. Any such software is accepted by you “as is” and is subject to the terms and conditions of the software license agreement you enter into directly with the third party software provider prior to your use of the Services. The requirements for our electronic statements service are slightly different and should be consulted if you choose to enroll in that service. To access and/or use Online Banking, you must have the following, for which you are solely responsible:

- a. A personal computer or other personal device;  
A compatible operating system, (please visit <https://www.viobank.com/OnlineBanking/SystemRequirements/> for a complete list of compatible operating systems);
- b. A secure Web Browser (please visit <https://www.viobank.com/OnlineBanking/SystemRequirements/>) for a complete list of compatible web browsers) with Internet “cookies” and “JavaScript” enabled or “turned-on”;
- c. Your resolution set at 800x600 or 1024x768; and
- d. Internet access through a third party Internet Service Provider (“ISP”).

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

To access and/or use the Mobile App, you must have or obtain at your expense and maintain one of the following compatible devices with a current operating system:

- a. iPhone;
- b. iPad;
- c. Android phone;
- d. Android tablet (in order to use Mobile Deposit, you must have a rear-facing camera); or
- e. Kindle Fire.

4. **Your Password and Authentication.** You will choose a User ID and password to access the Services, in addition to any other required authentication questions, controls or procedures. You authorize us to follow any instructions entered by a User using your password. Because your password can be used to access money and information about your Accounts, you should treat your password with the same degree of care and secrecy you use to protect your automated teller machine (“ATM”) card, personal identification number (“PIN”), or other sensitive personal financial data. You agree not to give your password, write it down for visible viewing, or make it available, to any person not authorized by you to access your Accounts. You agree not to share your User ID or password with any person that you are not authorizing to act on your behalf, and you agree not to access the Platforms or to access any third party system, which may impact the Services through the use of someone else’s User ID or password. iPhone users may access the Mobile App using iOS Touch ID. By enabling Touch ID within the Mobile App, you acknowledge that every person with a registered fingerprint on your enabled device will have access to your Accounts and the Services available on your Accounts, such as External Transfer and Mobile Deposit. It is your responsibility to review the fingerprints registered on your device to make sure that each person is authorized to access the personal and financial information available within the Mobile App. Fingerprints are only stored on your device. We do not see or store your fingerprint information.

5. **Service Availability.** Services are available twenty-four (24) hours a day, seven (7) days a week, except during our maintenance periods and periods in which we are unable to offer the Services for technical or strategic reasons, which are in our sole discretion. We will not be responsible to you or any other third parties for any periods of time when the Services are unavailable or for any delays caused by unavailable Services.

6. **Balance Inquiries, Account Information and Transfers.** You may use certain Services to check the balance of your Accounts and to transfer funds among your designated Accounts. In order to initiate one of these transactions, you must first access our website via an Internet connection or sign on to the Mobile App and sign on to the Services using your User ID and password. Account balances will be current as of the date and time you sign on to the Services or as set forth in notices or terms of use on our website from time to time. The balance displayed by the Services may include deposits or transactions still pending and/or subject to verification. The balance shown also may differ from your records because it may not include deposits in progress, debit card authorizations, outstanding checks, or other pending withdrawals, payments, transactions, or charges. Funds transfers will be made available in accordance with the “Funds Availability Policy” as set forth in the Account

Agreement and Disclosures. If there are insufficient funds in an Account from which you are requesting a funds transfer, we reserve the right to reject or cancel your request. In addition, your ability to make certain transfers from certain types of Accounts may be limited by Applicable Law (see the Account Agreement and Disclosures for more information). Subject to the terms and conditions of enrollment, you will be able to view information for one or more Accounts in which you have an ownership or relationship. If you do not wish to have the right to view any particular Accounts, please call us at 888-999-7190, and we will remove the capability to view the Account from your Online Banking access.

7. **Service Eligibility.** Not every Account is available for every Service, and not every Service is available in both Online Banking and the Mobile App. Certain Services may be available only for Accounts owned by individuals who are age eighteen (18) or older. Users enrolled in the Services acknowledge and represent that they are age eighteen (18) or older or that they are the legal guardian of any User under the age of eighteen (18) and that they shall be held responsible for any and all actions in connection with the Services.
8. **External Transfers.** External Transfers are limited to eligible Consumer Accounts. Not all Consumer Accounts or External Accounts are eligible for External Transfers. Business Accounts are not eligible for this service.
  - a. **Types of External Transfers.** External Transfers may be either outbound or inbound. Outbound External Transfers are when you transfer funds from your Account to an External Account. Inbound External Transfers are when you transfer funds from an External Account into your Account. All External Accounts that are used to schedule outbound or inbound External Transfers must be properly identified and registered with us. You must have full authority to transact and schedule External Transfers on both Accounts and External Accounts.
  - b. **Authorization for Inbound External Transfers.** By enrolling an External Account for inbound External Transfers, you represent and warrant that you are an owner of that External Account, and you authorize us to initiate debit transactions on that External Account according to your instructions entered through Online Banking or the Mobile App and to correct any errors that we may identify. This authorization will remain in effect until you delete the External Account from the External Transfer Service. **You should use extreme caution when you register an External Account for inbound External Transfers; never register an External Account for inbound transfers if you are not the owner of that account.**
  - c. **Preauthorized and Recurring Transfers.** You may use the External Transfer service to establish pre-authorized transfers on a one-time or recurring basis. Recurring pre-authorized transfers are those transfers that you set-up in advance to automatically occur at regular intervals that you establish. When you set-up an External Transfer in advance, you authorize us to initiate such transfers according to the instructions you provide in the Mobile App or Online Banking. Your authorization for recurring transfers will remain in effect until you delete such transfers from your External Transfer service.
  - d. **External Account Information.** You are required to complete and provide all information we request for External Transfers, including but not limited to account numbers, routing numbers, bank information, and any other information or documentation we reasonably request. It is your responsibility to ensure the validity and accuracy of any External Account information; we may, but are not obligated to, validate any External Account. Accordingly, outbound External Transfers may not be recoverable if sent to an incorrect account. We reserve the right to reject enrollment of an External Account for the External Transfer Service for any reason. External Accounts are subject to the rules, terms, conditions, and regulations of the account-holding institution, and your relationship with each External Account provider is independent of Bank and your use of the External Transfer service.
  - e. **Funds and Processing.** You must have sufficient funds in your Account and/or the applicable External Account for the External Transfer to be completed. Any External Transfer initiated on any Business Day after 6:00 p.m. CT, may not be processed until the next Business Day. **Funds transferred into your Vio Bank Savings Account by External Transfer will be available no later than the eleventh (11<sup>th</sup>) Business Day following the scheduled External Transfer date.** Initial Account- funding transfers completed via ACH are considered incoming external transfers and are subject to the forgoing funds availability terms. It is recommended that you schedule your External Transfers in advance to allow ample time for us to work through any processing errors or issues for failure to confirm the authority or accuracy of information on the External Account. We may notify you of any failure to be able to process any External Transfer as we are made aware of such. Once an External Transfer is initiated or in process, it cannot be cancelled. If an External Transfer is scheduled and authenticated using your Account, computer, and security information, then any such External Transfer will be your responsibility, regardless of mistake, error, or fraud, subject to Applicable Law.
  - f. **Limits.** External Transfers (inbound and outbound combined) are limited to and may not exceed \$25,000 per day and per transaction and are limited to and may not exceed \$100,000 per calendar month. Furthermore, the number of

both inbound and outbound External Transfers is limited to five (5) transfers per day and nine hundred and ninety-nine (999) per calendar month. These amounts and limits may be modified or changed from time to time in our discretion or on an exception basis by us, in our sole discretion. Subject to Applicable Law, we shall have no liability to you or any other person or entity whatsoever for any failure to comply with Bank External Transfer procedures, Security Procedures, the terms of this Agreement, insufficient funds in any Account or External Account, inaccurate information provided by you or a third party, system failures or interruptions, or any failure of any External Transfer to be completed as requested and/or scheduled due to any reason, except for our gross negligence or willful misconduct. All External Transfers must be properly authenticated and in compliance with Applicable Laws.

9. **Email and SMS (Text) Message Alerts.** Online Banking offers allows you request us to send you an "email or SMS (text) message alert" upon the occurrence of certain specified events, such as when your Account reaches a specified minimum or maximum balance, when a transfer has successfully occurred or has failed, when your certificate of deposit is scheduled to mature, or when certain deposits to or checks drawn on your Account have cleared. These alerts may be received by you via your email address or mobile phone number. In order to request this feature, you must complete the appropriate online form specifying method of notification and your email and/or SMS (text) message alert preferences. You acknowledge and agree that, although we will attempt to transmit email and/or SMS (text) message alerts in accordance with your specifications, email and/or SMS (text) message alerts are not guaranteed to be accurate, nor are they guaranteed to be sent by us or received by you on a timely basis. You agree that we will have no liability or responsibility to you or any other parties whatsoever for any damages, losses, fees, fines, or costs associated with delay or failure of an email and/or SMS (text) message alert. You agree to take appropriate steps to verify and confirm alert information independently and periodically verify such information is correct. By providing us with a mobile number, you authorize us to contact you via SMS (text) message. You may also call Vio Bank Customer Service at 1-888-999-9170 to verify activity and balances or to obtain information regarding your Account. **YOU ARE AND SHALL REMAIN LIABLE FOR ANY AND ALL WIRELESS CARRIER, INTERNET, OR OTHER MOBILE DEVICE CHARGES THAT MAY APPLY FOR EMAILS AND/OR SMS (TEXT) MESSAGES SENT OR RECEIVED.** Please refer to your wireless and/or Internet plan to determine the cost of using the Internet through your wireless device.
10. **Mobile Deposit.** The following terms and conditions apply specifically to use of Mobile Deposit:
- a. **Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to us 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 Mobile Deposit to scan and deposit any checks or other items shown below:
- i. Checks or items payable to any person or entity other than you, including a check made payable to you and one or more persons or entities not named as an account holder on your depository Account.
  - ii. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
  - iii. Checks or items that are not endorsed on the back of the check as specified in this Agreement.
  - iv. Checks or items previously converted to a substitute checks, as defined in Reg CC.
  - v. Checks or items drawn on a financial institution located outside the United States.
  - vi. Checks or items that are remotely created checks, as defined in Reg CC.
  - vii. Checks or items dated more than three (3) months prior to the date of deposit.
  - viii. Checks or items that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at any other financial institution.

- ix. Checks or items prohibited by our current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Account.
  
- b. Image Quality. The image of an item transmitted to us using Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by us, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
  
- c. Endorsements and Procedures. A check must be endorsed exactly as it is made payable. If a check is made payable to more than one party, each party must endorse the check. You must write "**For Deposit at Vio Bank Only**" above the signatures of the endorsing party(ies). Regulation CC endorsement standards restrict the endorsement of the payee to the top 1.5 inches of the check. Rubber stamp endorsements are acceptable on checks taken for deposit. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time.
  
- d. Receipt of Items. We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
  
- e. Fees. We may assess fees as set forth in the Fee Schedule, such as fees for returned items or fees for items dishonored on presentation to the financial institution on which drawn.
  
- f. Availability of Funds. You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Reg CC. Funds deposited using Mobile Deposit may include a hold, but will generally be available after we receive payment for the funds submitted. We may make such funds available sooner based upon such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.
  
- g. Retention and Disposal of Transmitted Items. Upon your receipt of confirmation from us that we have received the image of an item, you must retain the original of each item for fifteen (15) business days from the date of transmission. You will mark each imaged item as "electronically presented" or "scanned" after it is transmitted to us. Upon our request, you will promptly provide the retained item or a sufficient copy of the front and back of the item to us to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for our audit purposes.
  
- h. Deposit Limits. The maximum amount you may deposit in single transaction through Mobile Deposit is one hundred thousand dollars (\$100,000.00). The maximum amount you may deposit on any given business day through Mobile Deposit is one hundred thousand dollars (\$100,000.00) with a limit of twenty-five (25) items. The maximum amount you may deposit during any twenty (20) business day period is two hundred fifty thousand dollars (\$250,000.00). We reserve the right to impose additional limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit. All limits and amounts may be modified or changed from time to time or on an exception basis by us, in our sole discretion.
  
- i. Errors. You agree to notify us of any suspected errors regarding items deposited through Mobile Deposit no later than sixty (60) days after the applicable Account statement is sent. Unless you notify us within sixty (60) days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
  
- j. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Account Agreement & Disclosure governing your account.
  
- k. Customer Warranties and Indemnification. You (and any User you authorize to use your User ID and Password) warrant to us that:

- i. You will only transmit eligible items.
- ii. Images will meet the quality standards.
- iii. You will not transmit duplicate items.
- iv. You are not aware of any factor which may impair the collectability of the item.
- v. You will not deposit or represent the original item.
- vi. All information you provide to us is accurate and true.
- vii. You will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify us and hold us harmless from any loss for breach of this warranty provision.

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

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

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

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

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

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

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

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

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

- a. Electronic Funds Transfers shall have the same meaning as described in the Electronic Fund Transfer Act of 1978 and its implementing guidelines and regulations.
- b. You must notify us AT ONCE should you believe your User ID or password has been compromised, lost, or stolen or if you believe that an unauthorized payment or transfer from your Account has occurred. Contacting us by telephoning may be the best way of keeping your potential losses to a minimum. You could lose all the money in your Account, plus any applicable maximum "Check Protect Account" balance, as identified in your Account Agreement and Disclosures. If you inform us of the lost or stolen User ID or password within two (2) Business Days after you learn of the loss or theft, you can lose no more than fifty dollars (\$50), if someone uses your User ID and password without your permission. If you do NOT notify us within two (2) Business Days after learning about the loss or theft of your User ID and/or password and we can prove that such loss or theft may have been stopped or minimized had you promptly notified us, then you could lose as much as five hundred dollars (\$500.00). Also, if you identify unauthorized transfers on your Account statement, notify us at once. If you do not notify us within sixty (60) days after the first statement was mailed to you, on which the unauthorized transfer is identified, you may not recover any money you lose after the 60-day period and any further right to make a claim will be waived.
- c. If you believe your User ID and/or password has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call us at 888-999-9170. Although telephoning us is the best way to minimize your losses, you may also notify us in writing at EFT Representative at the following address: P.O. Box 76149, Oklahoma City, Oklahoma, 73147.
- d. If you think your Account statement is wrong or inaccurate, or if you need more information about a payment or a transfer listed on the statement, you must notify us no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Your notice should include:

- 1) Your name and Account number.
- 2) A description of the error or the transfer you are questioning and an explanation of why you believe it is an error or why you need more information. Your explanation should be as clear and complete as possible.
- 3) The dollar amount of the suspected error.

If you notify us verbally, we may require you send us your complaint or question in writing within ten (10) Business Days. Once notified we will begin our review and within ten (10) Business Days after we receive your written complaint or question, we will determine whether an error occurred and if the error is confirmed, we will correct the error promptly. If we need more time, however, we may decide to take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) Business Days after we receive your written complaint or question for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account.



For New Accounts, the Bank may take up to ninety (90) days to investigate your complaint or question, provided we provisionally credit your Account for the amount in question within twenty (20) Business Days following notice from you. If Bank request your complaint or question be put in writing and Bank does not receive such writing within ten (10) Business Days following such request, then Bank may not provide you with a provisional credit.

- e. In the case of an error or if you have questions about your electronic (or ACH) transfers, please call us 888-999-9170 or write Vio Bank, Attention: EFT Representative at the following address: P.O. Box 76149, Oklahoma City, Oklahoma, 73147.
- f. We will notify you the results within three (3) Business Days after completing our investigation into any error brought to our attention. If we decide there was no error, we will send you a written explanation and settle the Account. You may ask for copies of the documents that we used in our investigation. If no error is found and we provided provisional credit to you during the investigation period, such provisional credit will be debited from your Account upon the completion of the investigation finding of no error. We will notify you of the date and the amount, which is to be debited (or refunded back to Bank for the provisional credit) from your Account. Bank will honor overdrafts, up to the provisional credit amount (or amount debited from your Account), for up to five (5) Business Days following the date of debiting the provisional credit from your Account, at no charge to you.
- g. In the event you require a stop payment on your Account and if you have told us in advance to make regular payments out of your Account, you can stop any of these payments by calling us at 888-999-9170 or writing us at EFT Representative at the following address: P.O. Box 76149, Oklahoma City, Oklahoma, 73147 with sufficient time for us to receive your request, not less than three (3) Business Days before the payment is scheduled to be made. If you instruct us verbally, we may require that you put your request in writing. Stop payment requests are subject to applicable fees and charges as set forth in the Fee Schedule.
- h. If you have arranged for direct deposits to be made to your Account, you can access your Account online pursuant to this Agreement or call us at 888-999-9170 to determine if the deposit has been made.
- i. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you and your instructions, any liability is limited to the actual losses or damages incurred by you. Bank shall not be liable for the following:
  - i. If, through no fault of ours, you do not have enough money in your Account to make the transfer;
  - ii. If the Services are not working properly and you know or knew about the breakdown when you started the transfer;
  - iii. If your computer, Internet access, or modem is or was not working properly;
  - iv. If the Payee mishandles or delays in handling payments sent by us;
  - v. If you have not provided us with the correct Payee name, address, account information, or payment amount or if you provided any incorrect or inaccurate information;
  - vi. If circumstances beyond our control, (such as fire or flood, terrorism, government shut-down, an act of God, system failures, or Internet down time or service provider connectivity problems), prevent the transfer, despite reasonable precautions that we have taken;
  - vii. If the funds are subject to legal or other encumbrance or restriction; and/or
  - viii. Federal Reserve Board, Office of the Comptroller of the Currency, Federal Deposit Insurance Corporation ("FDIC"), or federal or state banking regulations might prohibit such transfer.

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

16. **Termination.** You may terminate your use of the Services at any time by calling 888-999-9170 or by writing us at Vio Bank Customer Service, 501 N.W. Grand Blvd., Oklahoma City, OK 73118, or at such other telephone numbers or addresses as included in your Account Agreement and Disclosures or otherwise posted on our website from time to time. You must notify

us at least ten (10) Business Days prior to the date on which you wish to have your Services terminated to allow us sufficient time to process your request. We may require that you put your request in writing. We may charge you a fee for the month in which your termination is effective in accordance with the "Fees" section of this Agreement and the Fee Schedule. We may terminate your use of the Services, in whole or in part, at any time with or without prior notice for any reason. We may immediately terminate your access to the Services if your Billable Account is closed, or access to your Billable Account is restricted for any reason. Furthermore, we reserve the right to terminate your access to the Services, if you do not access the Services during any ninety (90) day period. If you would like to transfer the Services to a different Account with us, you must provide at least seven (7) Business Days advance written notice to allow us time to transition the Services to another Account. Any termination of this Agreement or any of the Services, in whole or in part, will not affect your liability or obligations under this Agreement for pending or outstanding payments and transactions you have requested for processing or for any fees owed to us. We may access, charge, or make a withdrawal on any Account held at the Bank by you for fees or charges owed to us by you in connection with your use of the Services, transactions, payments, or any termination of the Services.

17. **Fees.** Applicable fees will be charged to your Billable Account (or other applicable Account) for the Services and in accordance with the Fee Schedule. You are responsible for all fees and charges incurred in connection with your and your User's use of the Services, including all applicable fees set forth in the Fee Schedule and all other third party fees and charges assessed or incurred by your use of the Services. The Bank Fee Schedule was provided at the opening of your Account and is updated from time to time by Bank and made available to you

Our failure to assess any fees or charges or to assess fees or charges in any specific amount does not waive our right to assess, increase, or decrease the amount of charges due at any later time. We review fees periodically, , and fees are subject to change from time to time, at our discretion.

18. **Limitation of Liability.** We shall not be liable for any damages, fees, fines, charges, or losses caused by any error, delay, omission, malfunction, or defect in payments and/or transactions initiated, requested, or sent in connection with this Agreement and the Services, which is due to circumstances other than our gross negligence and willful misconduct. If we use any third party service providers in connection with the Services provided to you under this Agreement, you agree to look to such third party service providers for any liability, damages, errors, defects, fines, or costs associated with or arising out of your use of such third party services. Except as provided herein and in accordance with Applicable Law, we shall have no liability to you, your Users, or any third parties for any failure, delay, mistake, error, or other liability arising from or out of your (or your Users) use of the Services, your or your Users' instructions, and/or your or your Users' payment and transaction requests. You further agree that Bank will not be responsible for any failure of you to receive timely notice if we send notices to the addresses you provide. You agree to indemnify and hold harmless Bank against any and all third party claims, lawsuits, or causes or action arising from, or in connection with, your use of the Services, your instructions, or any information provided by you or for any use of the Services by, instructions by, or information provided by any User. Except as specifically provided herein or by Applicable Law, we shall not be responsible to you or to any third parties whatsoever for any indirect, punitive, special, incidental, or consequential damages, caused by or related to the Services, the use thereof, or any other matter arising out of or from this Agreement (including any and all other referenced documents and agreements impacting the Services), including, but not limited to any loss of business, revenue, profits, income, or clients. Except as specifically stated in writing in this Agreement, we make no representations or warranties, express or implied, including, but not limited to warranties of merchantability and fitness for a particular use or purposes with regard to your use of the Services.

19. **Equipment.** Except as provided herein, we are not responsible for any loss, damage, or injury whatsoever resulting from:
- A Service interruption caused by your electrical power, telephone service, cable access service, or Internet provider;
  - The disconnecting of your telephone, cable, or Internet service by your provider or from deficiencies in your provider service quality; or
  - Any defect or malfunction of your computer, personal, or other device, modem, router, telephone, cable access, Internet access, software, or other technology to which data from the Services is accessed, downloaded, or stored.
  - Bank shall not be responsible for any services relating to your personal affairs, business, accounts, computers, personal devices, or other technology or communication providers other than for the Services and obligations specifically outlined in writing within this Agreement.

20. **Limitations of Services.** Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. Some Services are available only in the Mobile App or only in Online Banking.

21. **Entire Agreement.** This Agreement shall constitute the complete and exclusive agreement between you and us related to the Services and shall supplement the Account Agreement and Disclosures and any other documentation, disclosures, or agreements related to the Services and your Accounts. In the event of a conflict between this Agreement and the Account Agreement and Disclosures, this Agreement shall control with respect to the detail of the Services only; the Account Agreement and Disclosures will control with respect to general legal terms, fees, governing law, and other non-specific Service related terms. In the event this Agreement conflicts with the terms and conditions posted on our website from time to time, the terms and conditions on our website shall control, provided such are posted later in time to this Agreement.
22. **Waivers.** No waiver shall be valid, unless expressly agreed to in writing by us. No delay or omission by us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that or any other right or remedy.
23. **Assignment.** You may not assign or transfer this Agreement to any other party under any circumstance; this Agreement will automatically terminate in the event of an unauthorized assignment or transfer. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third party with or without notice to you and without your consent.
24. **Governing Law.** ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT WILL BE BROUGHT IN ACCORDANCE WITH THE TERMS OF THE ACCOUNT AGREEMENT AND DISCLOSURE.
25. **Joint Subscribers.** For any joint owner Accounts subscribing to the Services (each a "Subscriber"), such Accounts must be properly set-up with matching owners prior to being linked or added for Services in accordance with our policy. Where two or more Subscribers enroll in Services for their authorized joint Account(s), each Subscriber authorizes us to rely and act upon instructions, requests, and authorizations from either Subscriber. Subscribers include Users who are authorized by a Subscriber. Each Subscriber is legally authorized and agrees to be bound by the terms and conditions of this Agreement. Each Subscriber will be held responsible, liable, and accountable for their actions and is bound to and liable to any joint Subscribers on the Account(s). We shall have no liability for any reliance on the instructions, requests, authorizations, actions, and/or omissions of such by either Subscriber individually or jointly, or for the actions of any User on an Account, except by Applicable Law. We may refuse Services on any Accounts for any reason.
26. **New Accounts.** You authorize us to add any New Accounts opened after your application and enrollment for Online Banking and/or the Service on which you are listed as owner to your Online Banking access. Such New Account access will be restricted and limited for a period of time, as determined by the us, prior to being eligible for the Services; you will be required to follow our instructions for the set-up of New Accounts for the Services, including transfers, payments, or other transactions or by calling 888-999-9170.
27. **Information to Third Parties.** We will disclose information about your Account to third parties as provided by the Account Agreement and Disclosures and Privacy Policy. You authorize us to disclose information to third parties about your Account or the transfers you make or request, as necessary for completing the transfers, Services, or in order to verify the existence and condition of your Account for a third party, such as to a credit bureau, merchant, Biller, or other person necessary for the transaction to be completed as instructed by you.
28. **Representations.** You represent and warrant to us that you will use the Services only for the intended purposes outlined in this Agreement and in accordance with Applicable Law. You agree to comply with the terms for the Services in which you enroll. Further, you represent and warrant that you will use the Services for legal purposes only and that you will comply with all Applicable Laws with respect to your Account and the Services.
29. **Changes to this Agreement.** We reserve the right to amend, change, or modify this Agreement at any time, for any reason at our discretion and without notice, except as required by Applicable Law. Such amendments, changes, or modifications, will be effective upon (i) posting such to our website or system where the Services are accessed or (ii) upon any continued use of the Services by you. We may provide from our system an alert notification to you of any material Agreement amendments, changes, or modifications. Your continued use of any of the Services shall be considered acceptance of the amended, changed, or modified terms to this Agreement.
30. **Notices to You.** You agree that we may provide any notice to you as specified in this Agreement by either posting it to our website, by email to the email address you have provided us Bank, a system alert, or by U.S. mail to the street address you

provide to us; any notice form will be at our discretion and in accordance with Applicable Law. Notices sent to you will be effective upon posting, alert, transmission sent, or when sent by U.S. mail.

31. **Electronic Disclosures.** You agree that we may make available exclusively via our website all disclosures required by Applicable Law, which may be permissibly given electronically. These include, but are not limited to, required disclosures under Regulation E of Federal Reserve Board and the Consumer Financial Protection Bureau and Regulation CC of the Federal Reserve Board, and as required by the Federal Deposit Insurance Commission. You should print out all such disclosures and a copy of this Agreement and retain a copy for your records. If at any time you are unable to print your disclosures, or should you wish to withdraw your consent to electronic receipt of disclosures, please call 888-999-9170, so the disclosures may be mailed to you in paper form. If you withdraw your consent to electronic disclosures, we may close your Account as disclosed in your Account Agreement and Disclosure you received at account opening. Fees for paper copies will be assessed as disclosed in your Fee Schedule.
32. **Subject to Approval.** You agree that you shall not be entitled to use the Services until your application and enrollment for the Platforms has been reviewed, verified, and accepted by us. You will be notified in writing if your application and enrollment for the Services is declined for any reason.

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

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

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor"), is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this License Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this License Agreement. All rights not expressly granted to you by this License Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This License Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. **Limitations of Warranty.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF TEN DOLLARS (\$10.00) OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this License Agreement.
7. Miscellaneous. This License Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This License Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this License Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this License Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this License Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

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