

## FFB Online Agreement

### FFB ONLINE ACCESS DISCLOSURE AND ELECTRONIC FUND TRANSFER ACT DISCLOSURE

Agreement - This Agreement is a contract, which establishes the rules, which cover your electronic access to your accounts at First Fidelity Bank ("FFB") through FFB Online. By using FFB Online, you accept all the terms and conditions of this Agreement.

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

This Agreement is also subject to applicable federal laws and the laws of the State of Oklahoma (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and FFB's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement and Fee Schedule, constitutes the entire agreement between you and FFB with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

**Definitions** - As used in this Agreement, the words "we", "our", "us" and "FFB" mean First Fidelity Bank. "You" and "your" refer to the accountholder authorized by FFB to use FFB Online under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through FFB Online. "Account" or "accounts" means your accounts at FFB. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, and transfers to and from your FFB accounts using FFB Online. "FFB Online Services" means the services provided pursuant to this Agreement, including the Bill Payment Service. "Business days" means Monday through Friday. Holidays are not included.

**Access** - To use FFB Online, you must have at least one account at FFB, access to Internet service, and an e-mail address. Once we have verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID. FFB Online can then be used to access your FFB accounts. We undertake no obligation to monitor transactions through FFB Online to determine that they are made on behalf of the accountholder.

**FFB Online Services** - You can use FFB Online to check the balance of your FFB accounts, view FFB account histories, transfer funds between your FFB accounts, order checks, make stop payment requests, and pay bills from your FFB accounts in the amounts and on the dates you request if you have requested the Bill Payment Service.

**Hours of Access** - You can use FFB Online seven days a week, twenty-four hours a day, although some or all FFB Online services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the FFB Online web site.

**Your Password** - For security purposes, you are required to change your password upon your initial login to FFB Online. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to FFB Online will be revoked. To reestablish your authorization to use FFB Online, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known

personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down. Passwords are case sensitive.

**Security** - You understand the importance of your role in preventing misuse of your accounts through FFB Online and you agree to promptly examine your statement for each of your FFB accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via FFB Online is encrypted in an effort to provide transmission security and FFB Online utilizes identification technology to verify that the sender and receiver of FFB Online transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the FFB Online system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing FFB Online, or e-mail transmitted to and from us, will not be monitored or read by others.

**Fees and Charges** - You agree to pay the fees and charges for your use of FFB Online Services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the FFB checking account designated as the "Primary Checking Account". If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of FFB Online.

**Posting of Transfers** - Transfers initiated through FFB Online prior to 8:00pm CDT on a business day are posted to your account the same day. Transfers initiated Saturday, Sunday or banking holiday, will be posted on the next business day. FFB Online identifies transfers based upon the login ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

**Overdrafts** (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. In the event the electronic fund transfers initiated through FFB Online result in an overdraft of your account, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

**Limits on Amounts and Frequency of FFB Online Transactions** - The number of transfers from FFB accounts and the amounts, which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

**FFB Online Bill Payment Service** (PowerPay) - You must designate the FFB account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the payment date on which you want us to process the payment.

**Scheduling FFB Online Payments** - If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and you should select a payment date which allows for appropriate mail and processing time (of at least 5 to 8 business days.) The money will be withdrawn from your account at the time the check is presented to FFB for payment by the payee. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 3 business days after the date the payment is scheduled and processed. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill

payment payee to properly post a payment to your account. You may add payments at any time prior to the scheduled processing time(s) for the date on which you want the payment to be processed. Payments are processed twice every business day at 2:00am and 12:00 noon Central Time.

**How to Cancel a Bill Payment** - To cancel a bill payment that you have scheduled through FFB Online, you must cancel the payment via FFB Online by following the onscreen instructions. You may edit or delete payments scheduled at any time before the payment has been processed.

Stopping the payment of a check is different from the cancellation of a bill payment. Once the scheduled payment has been made, you CANNOT cancel or stop a bill payment that has been paid electronically. You may be able to stop an FFB Online bill payment paid by paper draft by filing for a stop payment through the procedures listed below.

By using the FFB Online Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

**Stop-Payment Requests** - You may initiate stop payment requests online via FFB Online for paper checks you have written (non-electronically) on your FFB accounts or online bill payment check payments. If you request us to stop payment on a check you have written or on a preauthorized transfer, you will give permission either orally, in writing, or via the FFB Online banking system. You agree that electronic communications and transactions will have the same effect as written documents requiring your signature. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments are effective for six months. The stop payment request of a recurring preauthorized transfer will suspend all further payment to the stated payee under the stated payment schedule until you notify us to resume. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the stop payment may be made only by the person who initiated the stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires we open a new account for you to ensure your security.

FFB allows electronic check transactions to post to your checking account.

**Disclosure of Account Information and Transfers** - You understand that information about your accounts or the transfers that you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to FFB Online. You agree and hereby authorize all of these transfers of information.

**Periodic Statements** - You will not receive a separate FFB Online statement. Transfers to and from your accounts using FFB Online will appear on the respective periodic statements for your FFB accounts.

**Change in Terms** - We may change any term of this Agreement at any time. If the change would result in increased fees for any FFB Online service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the FFB Online web site or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject FFB Online Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce

or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to a specific account are governed by the applicable deposit agreement and disclosure(s).

**In Case of Errors or Questions** about Your Electronic Transfers, including Bill Payments - Contact us as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the FIRST statement upon which the problem or error appeared. When you contact us:

Tell us the dollar amount of the suspected error. If the suspected error relates to a bill payment made via the FFB Online Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Payment History Screen.)

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in writing by postal mail or fax within 10 business days.

We will determine whether an error occurred within ten (10) business days, (twenty (20) business days for new accounts), after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, (ninety (90) days for new accounts and foreign initiated or point of sale transfers), to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, (twenty (20) business days for new accounts), for the amount which you think is in error, so that you will have the use of the money during the time it takes 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 credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) calendar days after the first deposit to the account is made, including those for foreign initiated or point of sale transactions. Visa's cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa Check Card use within five (5) business days of notification of the loss.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

**Our Liability for Failure to Make a Transfer** - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make a transfer.
- b. If a legal order directs us to prohibit withdrawals from the account.
- c. If your account is closed, or if it has been frozen.
- d. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- e. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- f. If any electronic terminal, telecommunication device, or any part of the FFB Online electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
- g. If you have not provided us with complete and correct payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
- h. If you have not properly followed the on-screen instructions for using FFB Online.

- i. If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.

**Your Liability for Unauthorized Transfers** - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods.

**Disclaimer of Warranty and Limitation of Liability** - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the FFB Online Services provided to you under this Agreement. We do not and cannot warrant that FFB Online will operate without errors, or that any or all FFB Online Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to FFB Online, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of FFB and its affiliates exceed the amounts paid by you for the services provided to you through FFB Online.

**Your Right to Terminate** - You may cancel your FFB Online service at any time by providing us with written notice by postal mail or fax. Your access to FFB Online will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

**Our Right to Terminate** - You agree that we can terminate or limit your access to FFB Online Services for any of the following reasons:

- a. Without prior notice, if you have insufficient funds in any one of your FFB accounts. FFB Online service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- b. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
- c. Upon reasonable notice, for any other reason in our sole discretion.

**Communications between FFB and You** - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

**Email** - You can contact us by e-mail by clicking on the "Contact us" or "Email" links on our website. Email may not be secure. Therefore, we ask that you do not send confidential information such as social security or account numbers to us via Email. Such communications should be sent to us via postal mail, by telephone, or in person.

**Telephone** - You can contact us by telephone at (405) 416-2223 or 1-800-299-7047.

**Facsimile** - You can contact us by fax at (405) 416-2266.

**Postal Mail** - You can write to us at:

First Fidelity Bank

P.O. Box 32282

Oklahoma City, OK 73123-0482

**In Person** - You may visit us in person at any one of our locations.

**Consent to Electronic Delivery** – By checking the "I agree" box and clicking the "Accept" button, you agree that the delivery of any change-in-terms notices, copies of your consent for preauthorized transfers from your account, notices about variances in the amount of preauthorized transfers, "opt-out" notices regarding affiliate or other marketing, privacy notices, conclusions concerning errors that you report and other type of communication provided to you in connection with your account (collectively, "eCommunications") may be made electronically by posting the eCommunication on the FFB Online web site or by sending it to you by e-mail. Your consent to receiving eCommunications electronically covers all the documents listed above and other communications regarding your account. In addition, your consent will apply to subsequent disclosures and information that we are required or otherwise choose to provide from time to time. **If you do not wish to consent to electronic delivery, you may visit any First Fidelity Bank location or call 1-800-299-7047. In such event, you will not be able to use FFB Online.**

a. Email Addresses. eCommunications will be posted on the FFB Online web site or sent to the e-mail address you or any co-applicant provided to us, and you agree to pass-on notices to other applicants. If an e-mail is returned as undelivered, we may use any other e-mail address that we have for you or a co-applicant. We also reserve the right to use postal addresses. You must notify us of any change in your e-mail address by calling 1-800-299-7047 or updating your information directly through FFB Online. Unless otherwise required by law, you agree that any eCommunications will be deemed received by you when sent by any means set forth above.

b. Withdrawal of Consent. You may withdraw your consent to receiving the eCommunications by calling 1-800-299-7047 and withdrawal by any co-applicant will be effective for all applicants. Withdrawal will not apply to actions already taken or initiated in reliance on your consent. You will not be charged any fee for your withdrawal of consent, however you will not be able to use FFB Online.

c. Consent Coverage; Notices From You Are Not Covered. Applicable law or contracts sometimes require you to give us "written" notices, and your consent does not relate to those terms. In order to coordinate our processing, you must still provide us notice on paper.

d. Copies. You may retain a copy of this Agreement and the Consent to Electronic Delivery by printing or storing it electronically. To store it electronically, copy and paste this text into the text editor of your choice (Notepad, Wordpad, etc.) and save it to a disk or your hard drive. You may also access the FFB Online Agreement at [www.first-fidelity.com](http://www.first-fidelity.com). If you would like a free paper copy from us, you may call 1-800-299-7047.

e. System Requirements. In order to properly access and retain your eCommunications you must have the following hardware and software (collectively, "System Requirements"):

1. A personal computer or Macintosh (including a monitor) capable of accessing the Internet and sending and receiving e-mail and a printer capable of printing copies of website information for your records (if you desire paper records);
2. Internet access;
3. A computer hard drive capable of storing data, if you wish to store eCommunications;

4. An Internet browser that supports 128-bit encryption and is on the list of supported browsers. (The browsers currently supported for a PC are Microsoft Internet Explorer 7.0 and Firefox 3 and the browsers currently supported for a MAC are Safari 1.0 and higher;, including any of the following:

5. Adobe Acrobat Reader 6.0 or higher.