

1CB Express Online & Mobile Banking Client Agreement

This Agreement governs your use of 1CB Express Online Banking (“Express Online”) and 1CB Express Mobile Banking (“Express Mobile”). By selecting “I Agree”, you represent that you are legally authorized to accept and be bound by the terms of this Agreement and that you will be enrolled in the Services you select, which are described herein. This Agreement contains the terms and conditions of your enrollment and your use of the Services provided by MidFirst Bank acting through its 1st Century Bank division (“Bank”), including, but not limited to, your rights, obligations, and liabilities as a User; system requirements and security features; and applicable fees. It is recommended that you print and retain a paper copy of the most recent version of this Agreement for your reference and records. **Your use and continued use (regardless of any modifications, amendments, or changes to this Agreement) of any of the Services constitutes your agreement and acceptance to the terms of this Agreement and all other agreements and documents referenced herein, as they may be amended by Bank.** Bank reserves the right to modify, change, or amend any of the Services and/or the terms of this Agreement (or any other agreement you have with Bank), at any time, for any reason, and without notice, unless otherwise required by Applicable Law.

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

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

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

1. Definitions.

- a. **Account and/or Accounts:** your checking or savings accounts, your loan accounts, and any other of your accounts which may be accessed using the Services.
- b. **Account Agreement and Disclosure(s):** agreement and disclosure you received and agreed to when you opened your Bank Account(s), which may be amended or updated from time to time by Bank, in Bank’s discretion, and to which you will be bound and which governs the terms and conditions of the Account holders, signers, and/or owners. This document was received and/or acknowledged at the time of opening your Account, which contains the terms and conditions of your Account activity, electronic funds transfer disclosures, funds availability policy, check protect information, Client information disclosure, and other applicable disclosures and Account information, and incorporates by reference the signature card signed at Account opening, (or some form thereof).
- c. **ACH:** the automated clearing house as defined by the Rules.
- d. **ACH Entry:** a type of ACH entry or transaction on your Account as defined by the Rules.
- e. **Agreement:** collectively this 1CB Express Online and Express Mobile Banking Client Agreement and any other ancillary agreements, addenda, forms, or documents relating to the Services or referencing this Agreement, and any amendments, modification, updates, or changes hereto.
- f. **Applicable Law:** the applicable federal, state, and local laws, rules, guidelines, and regulations applicable to the Services, including, but not limited to (i) the Rules, (ii) the Office of Foreign Asset Control (“OFAC”) and its regulations promulgated through the United States Treasury Department and the laws and regulations relating to financial institution recordkeeping and reporting, (iii) the Gramm-Leach-Bliley Act of 1999 and its implementing guidelines (“GLB”), (iv) the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”) and its regulations and guidelines, (v) the Electronic Funds Transfer Act of 1978, (vi) the Check 21 Act, (vii) the Uniform Commercial Code (“UCC”) as applicable and based on Oklahoma law, unless otherwise provided, (viii) Federal Regulations, including but not limited to Regulation E, and (ix) other applicable privacy and consumer protection laws, rules, and regulations, which are in effect or hereinafter enacted or amended.

- g. **Bill Pay:** a service offered by Bank allowing you to schedule and pay bills through the Express Online or via Express Mobile from an Account to selected payees, which are set up in advance, and payments are on a scheduled payment date and may be recurring or non-recurring payments.
- h. **Billable Account:** your designated Account (subject to Bank's approval), that is active and from which Bank may deduct any monthly fees and charges for the Services and other ancillary fees and charges associated with the Services on your behalf for use of the Services.
- i. **Business Account:** an Account used primarily for business purposes, which may be subject to different Applicable Laws.
- j. **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.
- k. **Confidential Information:** all of your and Bank's confidential and proprietary information and non-public third party information, including but not limited to passwords, IDs, authentication techniques, security codes or tokens, Bank operations and systems, financial information, trade names, trademarks, copyrights, Bank agreements, documents, Bank policy and procedures, statements, reports, and other similar or Service or Account related information or documentation which is not readily available to third parties or the general public.
- l. **Consumer Account:** an Account used primarily for personal, family and/or household purposes.
- m. **Credit Card Account:** the credit card account associated with your Bank-issued credit card for purchases of goods and services from third party merchants and that is linked to your Accounts.
- n. **CT:** central time zone.
- o. **Client, you, or your:** the Bank client subscribing to or using the Services and agreeing to the terms of this Agreement or the person using the Services on behalf of the Bank Client.
- p. **Express Mobile:** a service available to Clients of Bank who have a compatible wireless, web-enabled cell phone or other type of mobile device and who is enrolled in 1CB Express Online and have a 1CB Express Online user ID that provides account access online. You can enroll to obtain account information and make selected transactions using your compatible mobile device. There is currently no charge for using the Express Mobile service. Your wireless carrier/provider for your mobile device may impose an extra fee in order to make such device "wireless web enabled."
- q. **External Account:** an account held at another financial institution by you or you and a third party.
- r. **External Transfers:** the ability for you to transfer funds through an ACH transaction between your designated Account and an External Account.
- s. **eZCard system:** the single sign-on system that can be accessed through Express Online to view and manage your Credit Card Account.
- t. **Fee Schedule:** the periodic schedule of fees, pricing, and charges disclosed by the Bank for Account transactions, products, system use, Services, Account benefits, and other services provided by Bank, which may be supplemented, updated, and/or revised periodically upon notice to you.
- u. **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.
- v. **We, Bank, us, or our:** MidFirst Bank, acting through its 1st Century Bank division and including any affiliated, subsidiaries, or other divisions, as well as any service provider, agent, independent contractor, designee, or assignee the Bank may, in its sole and absolute discretion, involve or utilize in the provision of the Services.
- w. **Mobile Deposit:** a deposit-capture service designed to allow you to make remote deposits to your consumer checking, savings or money market accounts by scanning checks and delivering the images and associated deposit information to us through Express Mobile.
- x. **NACHA:** the National Automated Clearing House Association.
- y. **New Account:** any Account opened for less than thirty (30) calendar days and/or any Account opened after you enroll in the Services.
- z. **Payees:** the selected payees, set up in advance, to whom you desire to send payments.

- aa. **Rules:** the rules of the National Automated Clearing House Association (“NACHA”) and appendices to the NACHA rules, as amended from time to time. A copy of the NACHA Operating Rules and Guidelines is available for purchase from EPCOR by visiting the online store at www.epcor.org or by calling EPCOR directly at 800-500-0100.
- bb. **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.
- cc. **Services:** all of the Internet or mobile banking services you sign up for and/or use in connection with your Account(s) and as provided for in this Agreement or as may be agreed to in a separate document or agreement.
- dd. **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.
- ee. **User ID:** the user identification that you select to access Express Online and Express Mobile. Your Express Mobile User ID may include iOS Touch ID, if you elect this method of access. Your User ID should be kept confidential.

2. Express Online Features and Services:

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

3. Express Mobile Features and Services:

- a. View Account balances and information;
View images of cancelled checks;
- b. Transfer funds between Bank Accounts;
- c. Credit Card Account information;
- d. Bill Pay;
- e. Bank Mobile Deposit; and
- f. Zelle Service

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

- i. A personal computer or other personal device;
- ii. A compatible operating system, (please visit <https://www.midfirst.com/OnlineBanking/SystemRequirements/> for a complete list of compatible operating systems);

- iii. A secure Web Browser (please visit <https://www.midfirst.com/OnlineBanking/SystemRequirements/> for a complete list of compatible web browsers) with Internet “cookies” and “JavaScript” enabled or “turned-on”;
- iv. Your resolution set at 800x600 or 1024x768; and
- v. Internet access through a third party Internet Service Provider (“ISP”).

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

- b. To access and/or use Express Mobile, you must have or obtain at your expense and maintain one of the following compatible devices with a current operating system:
 - i. iPhone;
 - ii. iPad;
 - iii. Android phone; or
 - iv. Android tablet (in order to use Mobile Deposit, you must have a rear-facing camera).

- 5. **Your Password and Authentication.** You will choose a User ID and password that you will use to obtain access to the Services, in addition to any other required authentication questions, controls or procedures. You authorize us to follow any instructions you or your authorized agent enters through the Services using your password. Because your password can be used to access money and information about your Accounts, you should treat your password with the same degree of care and secrecy you use to protect your automated teller machine (“ATM”) card, personal identification number (“PIN”), or other sensitive personal financial data. You agree not to give your password, write it down for visible viewing, or make it available, to any person not authorized by you to access your Accounts. You agree not to share your username or ID and passwords with any person that you are not authorizing to act on your behalf, and you agree not to access our system or to access any third party system, which may impact the Services through the use of someone else’s username, User ID or password. Certain devices may permit access Express Mobile using Touch ID or Face ID. By enabling such biometric identification tools within Express Mobile, you acknowledge that every person with a registered fingerprint or identified face on your enabled device will have access to your Accounts, and the Services available on your Accounts, such as Bill Pay, the Zelle Service, and Mobile Deposit. When you enable such identification tools, you authorize us to use the biometric data you provide for purposes of identification. It is your responsibility to review the individuals registered on your device to make sure that each person is authorized to access the personal and financial information available within Express Mobile. We do not store biometric information obtained through your device’s biometric identification tools.
- 6. **Business Days.** Business Days are defined in the Definitions Section of this Agreement. The Services are available twenty-four (24) hours a day, seven (7) days a week, except during our maintenance periods and periods in which we are unable to offer the Services for technical or strategic reasons, which are in 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.
- 7. **Access to Services.** You agree to access the Services and your Accounts through our website and Express Mobile according to the Terms of Use located at <https://www.1cbank.com/terms-of-use>.
- 8. **Balance Inquiries, Account Information and Transfers.** You may use certain of the Services to check the balance of your Accounts and to transfer funds among your designated Accounts. In order to initiate one of these transactions, you must first access the Bank’s website via an Internet connection or sign on to Express Mobile and sign on to the Services using your ID and password. Account balances will be current as of the date and time you sign on to the Services or as set forth in notices or terms of use on the Bank website from time to time. The balance displayed by the Services may include deposits or transactions still pending and/or subject to verification. The balance shown also may differ from your records because it may not include deposits in progress, check card authorizations, outstanding checks, or other pending withdrawals, payments, transactions, or charges. Funds transfers will be made available in accordance with the “Funds Availability Policy” as set forth in the Account Agreement and Disclosures. If there are insufficient funds in an Account from which you are requesting a funds transfer, we reserve the right to reject or cancel your request. In addition, your ability to make certain transfers from certain

types of Accounts may be limited by Applicable Law (see the Account Agreement and Disclosures for more information). Subject to the terms and conditions of enrollment, you will be able to view information for one or more Accounts in which you have an ownership or relationship. If you do not wish to have the right to view any particular Accounts, please call 310-270-9500, and we will remove the capability to view the Account from your Express Online access.

9. **Eligibility.** Not every Account is eligible for every Service, and not every Service is available in both Express Online and Mobile Banking. Certain Services may be available for Consumer Accounts only. Certain Services may be available for Accounts owned by individuals who are eighteen (18) or older. Users enrolled in Services acknowledge and represent that they are 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.
10. **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 Bank. You must have full authority to transact and schedule External Transfers on both Accounts and External Accounts.
 - b. Authorization for Inbound External Transfers. By enrolling an External Account for inbound External Transfers, you represent and warrant that you are an owner of that External Account, and you authorize Bank to initiate debit transactions on that External Account according to your instructions entered through Express Online and to correct any errors that Bank may identify. This authorization will remain in effect until you delete the External Account from the External Transfer service. **You should use extreme caution when you register an External Account for inbound External Transfers; never register an External Account for inbound transfers if you are not an owner of that account.**
 - c. Preauthorized and Recurring Transfers. You may use the External Transfer service to establish pre-authorized transfers on a one-time or recurring basis. Recurring pre-authorized transfers are those transfers that you set-up in advance to automatically occur at regular intervals that you establish. When you set-up an External Transfer in advance, you authorize Bank to initiate such transfers according to the instructions you provide through Express Online. Your authorization for recurring transfers will remain in effect until you delete such transfers from your External Transfer service.
 - d. External Account Information. You are required to complete and provide all Bank requested information for External Transfers, including but not limited to account numbers, routing numbers, bank information, and any other information or documentation reasonably requested by Bank. It is your responsibility to ensure the validity and accuracy of any External Account information; Bank may, but is not obligated to, validate any External Account. Accordingly, outbound External Transfers may not be recoverable if sent to an incorrect account. Bank reserves the right to reject enrollment of an External Account for the External Transfer Service for any reason. External Accounts are subject to the rules, terms, conditions, and regulations of the account-holding institution, and your relationship with each External Account provider is independent of Bank and your use of the External Transfer service.
 - e. Funds and Processing. You must have sufficient funds in your Account and/or the applicable External Account for the External Transfer to be completed. Any External Transfer initiated on any Business Day after 6:00 p.m. CT, may not be processed until the next Business Day. Funds transferred into your Account by External Transfer will be available no later than the fifth (5th) Business Day following the scheduled External Transfer date. It is recommended that you schedule your External Transfers in advance to allow ample time for Bank to work through any processing errors or issues for failure to confirm the authority or accuracy of information on the External Account. Bank may notify you of any failure to be able to process any External Transfer as Bank is made aware of such. Once an External Transfer is initiated or in process, it cannot be cancelled. If an External Transfer is scheduled and authenticated using

your Account, computer, and security information, then any such External Transfer will be your responsibility, regardless of mistake, error, or fraud, subject to Applicable Law.

- f. Limits. External Transfers (inbound and outbound combined) are limited to and may not exceed \$25,000 daily 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 daily and nine hundred and ninety-nine (999) per calendar month. These amounts and limits may be modified or changed from time to time in the Bank's discretion or on an exception basis by Bank, at Bank's sole discretion. Subject to Applicable Law, Bank shall have no liability to you or any other person or entity whatsoever for any failure to comply with Bank External Transfer procedures, Security Procedures, the terms of this Agreement, insufficient funds in any Account or External Account, inaccurate information provided by you or a third party, system failures or interruptions, or any failure of any External Transfer to be completed as requested and/or scheduled due to any reason, except for Bank's gross negligence or willful misconduct. All External Transfers must be properly authenticated and in compliance with Applicable Laws.

11. **Bill Pay**. Bill Pay is an optional digital banking feature accessible through 1CB Express Online and Mobile Banking that allows you to schedule payments directly from your authorized and designated Accounts to third parties you have selected in advance to receive payments, called Payees (defined below).

- a. Payees. You may make payments through Bill Pay to any business, merchant, or professional that generates a bill or invoice for products or services provided to you, or on your behalf, and that has an address ("Business Payees"). You also may make payments through Bill Pay to individuals, family, or friends for non-business purposes ("Personal Payees"). The terms "Payee" or "Payees" includes both Business Payees and Personal Payees, as applicable. We reserve the right, in our sole discretion, to determine, at any time, how a Payee should be classified. You can include up to 4,999 Payees on your Payee list. Payments may be made only to Payees with a U.S. payment address. Any Accounts requiring two or more signatures or authorizations to withdraw or transfer funds may not be designated for use with Bill Pay. Certain Payees have provided preferred payment information, which is managed by Bank's service provider ("Managed Payees"); if you identify such a Managed Payee, you will be prompted to select that Payee from a drop-down list. You authorize Bank and its third party vendor to adjust Managed Payee information to reflect the information on file with the third party vendor to facilitate payment to such Payees. You must manually enter Payee information for Payees other than Managed Payees. You must provide us with complete and accurate information to enable us to properly direct a payment to the correct Payee and the correct Payee account ("Payee Information"). Payee Information includes, but is not limited to, the Payee's name, telephone number, address, and account number. You can enter Payee Information directly using Bill Pay through Express Online Banking. Additions, deletions and changes to Payee Information are entered directly by you, and are communicated to us upon transmission of the information to us. Additions, deletions, and/or changes to Payees will be effective immediately. We may rely on the accuracy of the Payee Information provided, until such time as you change the Payee information, delete the Payee, or deactivate the Payee using Express Online Banking. We will endeavor to update all Payee Information change requests within one (1) full Business Day of our receipt of the request.
- b. eBills. You may elect to activate electronic bill statement presentment and payments ("eBills"), which will allow you to establish a payment schedule for such eBills to be paid through the Bill Pay Service. With the payment schedule, you can select to pay a designated fixed amount, the total amount of the bill due, the minimum amount of the bill due, or a reoccurring amount with a specific set of designated options based on the eBill presented for payment. In addition, you can determine the desired date you want to pay your bill; you should schedule your payments at least five (5) to seven (7) Business Days prior to the due date of the bill or upon you receipt of the eBill. You have sole responsibility for setting up eBill presentment through your third party service providers or bill presenters ("Billers") and for receiving and reviewing billing statements directly from your Biller. Bank has and will have no authority to set up your eBill services with your Billers and shall have not authority or obligation to make any changes or updates to any of your personal information, including but not limited to name, address, phone number, email address, Internet protocol ("IP") address, or any other personal information changes or modifications with Biller. You will have sole responsibility for updating your personal information with Bank and with Biller separately. Additionally, you will be solely responsible for maintaining, protecting, and updating any and all usernames, passwords, or

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

- c. Limits. Payments may be made in any amount greater than \$1.00 and less than \$50,000.00 ("Payment Range"). Your total bill payments for any given Business Day may not exceed \$50,000.00 ("Daily Payment Range"). We reserve the right to change the Payment Range and/or the Daily Payment Range at any time. Such changes will be effective upon our implementation and posting of such on our systems or website, subject to Applicable Law. Furthermore, we reserve, in our sole discretion, the right to allow exceptions to the Payment Range and Daily Payment Range based upon certain criteria including, but not limited to your total relationship with Bank, your credit scores, and/or special requests.
- d. Delivery of Bill Payments. Using Bill Pay, you may "schedule" a payment for a particular date. If payment is sent by check, funds for the payment will be deducted from your Account when the check is presented for payment and processed. If payment is sent electronically, funds for the payment will be verified and deducted from your Account on the same day the payment is scheduled. This date may be different than the date a payment is scheduled to be sent or actually sent to the Payee. Transmission of the payment occurs when your payment is sent to the Payee for delivery; the date the payment is actually sent to the Payee for delivery is the "Transmit Date." The date the Payee actually receives payment may be later than the Transmit Date, and will depend on whether the payment is made electronically or by check, as discussed below.
 - i. Timing of Your Payments and Funds Verification. You may schedule payments on the same date of your request ("Same Day Payments"), on a future date ("Future Payments"), or on a recurring basis ("Recurring Payments"). You may schedule Future Payments up to 364 days in advance. If your Account has insufficient funds or is no longer an active Account in good standing when funds are verified and deducted, (i) payments may be delayed or cancelled, and you will be responsible for any fees or expenses resulting from such a delay or cancellation; and (ii) check payments may be returned unpaid or cause a negative balance in your Account, and you may incur Overdraft Fees and Returned Item Fees as set forth in the Fee Schedule for your Account Agreement and

Disclosure and any fees assessed by your Payee. We will have no liability for such cancelled, delayed, or returned payments, provided however, we will be liable for your loss or damages if we fail to complete an electronic fund transfer from your Account on time or in the correct amount according to our agreement with you, as set forth in Section 18 of this Agreement. In the event the funds in your designated Account cannot be verified or are insufficient to cover the amount of a bill payment, we may send the bill payment request through our exceptions processing procedures for further funds verification. Any exceptions processing will be in our sole discretion.

- ii. Payment Schedule. Same Day Payments will generally be transmitted the first (1st) Business Day following the day you schedule the payment, provided you have sufficient funds in your Account, your Account is in good standing, and there are no restrictions or holds on your funds. Future Payments and Recurring Payments will generally be transmitted on the scheduled payment date. If the scheduled payment date falls on a day other than a Business Day, the payment will generally be transmitted on the next Business Day following the scheduled payment date. You should schedule your payments accordingly, taking into consideration any potential transmission delays, including, but not limited to, Payee address or instruction changes, technical or transmission failures or delays and other circumstances, which may be foreseeable or unforeseeable.
- iii. Payment Methods. We may remit your bill payments by mailing your Payee a check drawn on your Account, electronically as an ACH transaction, or by other acceptable means, as we may determine in our sole discretion, unless otherwise instructed by you when you order an Expedited Payment (defined below). Payments made my check will be deducted from your Account when the check is presented for payment and processed. If you have insufficient funds in your Account when the check is presented, you may incur an Overdraft Fee, as set forth in the Fee Schedule, and the payee may assess additional fees. If payment is sent electronically, funds for the payment will be verified and deducted from your Account on the same day the payment is scheduled.
- iv. Processing Time. In order to provide sufficient time for payments to be received by your Payees, electronic payments must be scheduled at least three (3) Business Days prior to the due date and all other payments must be scheduled a minimum of seven (7) Business Days prior to the date the payment is due, excluding any applicable grace periods. The date that funds are deducted from your Account may be different than the date a payment is scheduled to be sent or actually sent to the Payee.
- v. Expedited Payments. You can schedule an Expedited Payment to have payment sent on same or the next Business Day as scheduling the payment, depending on when your Expedited Payment is scheduled. By scheduling an Expedited Payment, you may schedule and pay bills the same-day electronically or cause an overnight check to be issued and sent to the Payee. For same Business Day electronic or overnight check payments, you must schedule your payment prior to 6:00 p.m. PT Monday-Friday. If you schedule an Expedited Payment after 6:00 p.m. PT Monday-Friday or on a non-Business Day, then your payment will be processed and sent the next Business Day. In addition to the foregoing Bank limitations, all Expedited Payments are subject to Payee validation, Payee established cut-off payment time-frames, and Funds Verification. There is an additional premium fee of \$14.95 for Expedited Payments, which will be assessed and charged to your Account in accordance with the Account Agreement and Disclosure. Some exceptions may apply to Expedited Payments, and you will immediately be contacted in the event your Expedited Payment request cannot be met by Bank. Once an Expedited Payment is scheduled, it cannot be cancelled.
- vi. Payment Cancellation. We reserve the right to refuse, suspend, or reject any payment or payment request and/or to cancel Bill Pay at any time for any reason. We are not responsible for any returned payments or fees associated therewith, due to inaccurate information provided by you, your representatives, or any third parties.
- vii. Future Payments. You may schedule a payment up to 364 days in advance.

- e. Stopping, Canceling, or Changing Bill Payments. You may use Bill Pay to electronically change the payment amount and/or the scheduled payment date of any previously scheduled payment, or to electronically cancel a previously scheduled payment, subject to the limitations herein. A Same Day Payment may be canceled, changed or rescheduled using the Bill Pay Service any time prior to 6:00 PM PT on the scheduled payment date. Future Payments and Recurring Payments may be canceled, changed or rescheduled any time prior to 6:00 p.m. PT on the Business Day prior to the scheduled payment date. If your payment has already been transmitted it may not be cancelled or stopped through the Bill Pay Service. If your payment was transmitted by mailing a check, you may request a stop payment by calling 310-270-9500. Bank will require your name and account number, the date drawn, the exact amount of the payment, and the Payee Information to attempt to fulfill your request. Bank may require you to put your request in writing and provide it to us within fourteen (14) Business Days after your initial contact to Bank, or your stop payment order will cease to be binding. All requests to stop payment will incur the stop payment charge as set forth in the applicable Fee Schedule. ONCE AN ELECTRONIC PAYMENT HAS BEEN TRANSMITTED, IT CAN NOT BE STOPPED.
- f. Liability. You specifically acknowledge and agree to be bound by all terms of the Account Agreement and Disclosure and this Agreement. Additionally, you agree that Bank shall not be liable in the event that a scheduled payment is transmitted in accordance with the timing specifications set forth herein, but is not received by the Payee in a timely manner. Bank may suspend, reject, delay, cancel, or refuse a bill payment for any reason, and Bank shall have no liability to you or any third party for any such suspended, rejected, delayed, cancelled, or refused bill payment, where Bank acts in good faith. You will be responsible for (i) protecting your information, passwords, login information, and other security with Bank and with any Billers; (ii) periodically updating and providing accurate and current personal information; (iii) properly following any Biller instructions for setting up and activating eBill billing statement presentment to the Bank; and (iv) fulfilling all other obligations under this Agreement. Under no circumstances will Bank, its affiliates, subsidiaries, officers, employees, or representatives be liable to you or any third parties for any delayed, late, or cancelled payments, fees, expenses, or costs due to insufficient funds in your Account, inaccurate information provided by you or your representatives, services not properly activated, Accounts with restricted funds or instructions, inactive Accounts, or Accounts not in good standing with the Bank. 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, we will be liable for your losses or damages, subject to the exceptions set forth in Section 18(h).
- g. Terminating Bill Pay. You may terminate your use of the Bill Pay Service at any time by calling 310-270-9500, or at such other telephone numbers or addresses as included in the Account Agreement and Disclosure, or as 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 Bill Pay Service terminated. Your request to terminate the Bill Pay Service must be in writing and contain the requested date of termination. If you have scheduled payments pending with a scheduled payment date within this ten (10) Business Day period, you are responsible for separately and independently cancelling those payments. We will have no liability for any failed, terminated, or cancelled payments following any notice of termination of the Bill Pay Service from you. If we have not completed processing of your termination request and you have not otherwise canceled a payment, you will be responsible for payments with scheduled payment dates during the ten (10) Business Days following our receipt of your written notice of termination. Bill Pay fees will apply up and through the effective month of termination. We may terminate your use of the Bill Pay Service, in whole or in part, at any time with or without prior notice to you for any reason and we shall have no liability whatsoever for any failed, terminated, or cancelled payments due to such termination. Your access to the Bill Pay Service will terminate automatically if your designated Account is closed, or if access to or funds in your designated Account are restricted for any reason. We reserve the right to terminate your access to the Bill Pay Service if you do not access the Bill Pay Service during any ninety (90) day period. If you would like to transfer the Bill Pay Service to a different Account with us, you must provide at least seven (7) Business Days advance written notice to Bank. Termination will not affect your liability or obligations under this Bill Pay Agreement for transactions processed by Bank on your behalf and through any termination or any transfer of Accounts.

12. **Credit Card Account Access.** If you have applied for, eligible for, and received a Bank credit card, then your Credit Card Account will automatically be linked with your other personal Accounts in Express Online. Your eligibility to receive a Bank credit card is subject to a separate credit card application, approval, and cardholder agreement; if a Credit Card Account is opened, it will be linked to your personal Accounts for purposes of viewing credit card information. From Express Online you will also be able to sign-in directly to your Credit Card Account, through a single sign-on process. In the Express Online, your Credit Card Account will be identified by the last four digits of your Credit Card Account. You will be able only to view Credit Card Account transactions through Express Online. You will be able to manage your Credit Card Account through a single sign-on connection and link to the eZCard system, which is a robust system allowing you to view and manage your Credit Card Account, as well as make payments, schedule future payments, review transactions, see historical information, etc. If you do not want your Credit Card Account automatically linked to your personal Accounts profile, you will need to contact us at 310-270-9500 to request that the Credit Card Account be removed from your online linking profile.

Through the single sign-on to eZCard from Express Online, you will be able to perform the following functions with respect to your Credit Card Account:

- a. Viewable Options. Through eZCard, you will be able to view and manage the following, in addition to other capabilities:
 - View your next minimum payment
 - Identify when the next minimum credit card payment is due
 - Review the date and balance of the last credit card statement
 - View the amount and date of the last payment posted to the Credit Card Account
 - Review your total available line of credit
 - Review your remaining available credit line based on your current balance
 - View your annual percentage rate by balance category
 - View and search historical transaction history and information
- b. Payment Options. In addition to functions above, you will have the ability to make payments to your Credit Card Account from your Bank Account or from an External Account. You may make one time payments or set up recurring payments in either a fixed payment amount or a variable payment amount based on your Credit Card Account statement balance and statement date. Your payment will be made from the account you select in the amount and on the date instructed and scheduled by you and will be subject to the account agreement governing the selected account. You will also have the option to select a date in which you want any recurring payments to stop. All payments to your Credit Card Account must be submitted prior to 5:00 p.m. eastern time ("ET") in order to post during the same day; otherwise any payments made to your Credit Card Account after 5:00 p.m. ET will be credited to your Credit Card Account the next Business Day. You will have the ability to review your payment history, make one-time payments, and manage your payment accounts, (both Bank and non-Bank accounts) through the eZCard system, accessible from Express Online.
- c. Alerts. You may also set up and manage alerts through Express Online and/or the eZCard system to receive notice of Credit Card Account balance information, payment related status updates, as well as other types of standard or customized alerts.
- d. Other Options. In addition to the foregoing, you will also have the option, through the eZCard system to view and search your credit card transactions, select your preference for receiving paper or electronic statements, as well as other options and functionality that are subject to change from time to time. The eZCard card system may have other restrictions and cut-off times that apply when processing payments, which are subject to change from time to time, so you will need to review the restrictions and timing requirements within the eZCard system.

- e. Reward Credit Card Accounts. If you are a rewards Credit Card Account holder, then through a single sign-on from Express Online, you will have the ability to view your reward point balances and review your options for redeeming reward points, in addition to other available options for viewing and managing your reward points associated with your Credit Card Account. The reward points associated with your Credit Card Account are subject to additional terms, conditions, and rules, which are available through the applicable website.

13. **Email and SMS (Text) Message Alerts.** Express Online offers a feature whereby you may request that we send you an "email or SMS (text) message alert" upon the occurrence of certain specified events, such as when your Account reaches a specified minimum or maximum balance, when a transfer has successfully occurred or has failed, when your certificate of deposit is scheduled to mature, or when certain deposits to or checks drawn on your Account have cleared. These alerts may be received by you via your email address or mobile phone number. In order to request this feature, you must complete the appropriate online form specifying method of notification and your email and/or SMS (text) message alert preferences. You acknowledge and agree that, although we will attempt to transmit email and/or SMS (text) message alerts in accordance with your specifications, email and/or SMS (text) message alerts are not guaranteed to be accurate, nor are they guaranteed to be sent by us or received by you on a timely basis. You agree that Bank shall have no liability or responsibility to you or any other parties whatsoever for any damages, losses, fees, fines, or costs associated with delay or failure of an email and/or SMS (text) message alert. You agree to take appropriate steps to verify and confirm alert information independently and periodically verify such information is correct. You may also call 310-270-9500 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.

14. **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 Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Oklahoma. You agree that you will not use Mobile Deposit to scan and deposit any checks or other items shown below:
 - i. Checks or items payable to any person or entity other than you, including a check made payable to you and one or more persons or entities not named as an account holder on your depository Account.
 - ii. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - iii. Checks or items that are not endorsed on the back of the check as specified in this Agreement.
 - iv. Checks or items previously converted to a substitute checks, as defined in Reg CC.
 - v. Checks or items drawn on a financial institution located outside the United States.
 - vi. Checks or items that are remotely created checks, as defined in Reg CC.
 - vii. Checks or items dated more than three (3) months prior to the date of deposit.
 - viii. Checks or items that have previously been submitted through the Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
 - ix. Checks or items prohibited by Bank's current procedures relating to the Mobile Deposit or which are otherwise not acceptable under the terms of your Account.
- b. Image Quality. The image of an item transmitted to Bank using Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by Bank, 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 1st Century Bank Only**” above the signature(s) of the endorsing party/parties. 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 Bank 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 Bank 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 will be available after Bank receives payment for the funds submitted. Bank 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 Bank, in its sole discretion, deems relevant.
- g. Retention and Disposal of Transmitted Items. Upon your receipt of confirmation from Bank 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 Bank. Upon request from Bank, you will promptly provide the retained item or a sufficient copy of the front and back of the item to Bank to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Bank's audit purposes.
- h. Errors. You agree to notify Bank of any suspected errors regarding items deposited through Mobile Deposit no later than sixty (60) days after the applicable Bank account statement is sent. Unless you notify Bank 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 Bank for such alleged error.
- i. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Bank's sole discretion subject to the Account Agreement & Disclosure governing your account.
- j. User Warranties and Indemnification. You warrant to Bank 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 Bank is accurate and true.
 - vii. You will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify and hold harmless Bank from any loss for breach of this warranty provision.

15. **Security Measures and Operating Procedures.** You recognize and agree that the Services are the property of Bank and/or Bank's third party service provider, and you covenant and agree not to share or disclose any Confidential Information regarding the terms of this Agreement or the Services to any other persons who do not have a legal need-to-know right. You

covenant and agree to comply with all Security Procedures, set forth by the Bank, as may be amended from time to time, and to maintain the confidentiality of the Services, all User IDs and passwords, which you adopt or which are assigned to you, and authentication security controls. Furthermore, you covenant and agree to take necessary and reasonable measures to prevent any unauthorized access to the Services. You agree to notify us immediately as set forth in this Agreement, if you believe that your User IDs or passwords have been compromised or that an unauthorized person has gained access to the Services. As applicable by law, you may be responsible and liable for any damages, losses, fees, costs, or expenses which arise out of your failure to maintain sufficient and reasonable security controls on the Confidential Information entrusted to you.

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

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

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

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

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

- a. Applications will undergo validation against current Account information.
- b. To protect against unauthorized transfers, a multilevel Security Procedure is used consisting of User IDs and individual passwords. Other Security Procedures are as follows:
 - i. Bank uses a certificate issued by Symantec to validate the encryption system used for all communication. One or more firewall servers or devices to control the flow of traffic into the Services.
 - ii. Intrusion detection software to identify attempted intrusions to the Services.
 - iii. Virus prevention/detection software for continuous protection against infection.

- c. 128-bit encryption is required for login to the Services.
- d. Bank may, at its discretion, record any call-back conversations with Bank, if applicable.

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

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

- a. Electronic Funds Transfers shall have the same meaning as described in the Electronic Fund Transfer Act of 1978 and its implementing guidelines and regulations, including but not limited to transfers for Bill Pay Services. The Zelle Service is subject to additional terms and conditions contained in the Zelle P2P Payment Service Terms and Conditions.
- b. You must notify us AT ONCE should you believe your User ID or password has been compromised, lost, or stolen or if you believe that an unauthorized payment or transfer from your Account has occurred. Contacting us by telephoning may be the best way of keeping your potential losses to a minimum. You could lose all the money in your Account, plus the maximum “Check Protect Account” balance, as identified in your Account Agreement and Disclosures. If you inform us of the lost or stolen User ID or password within two (2) Business Days after you learn of the loss or theft, you can lose no more than fifty dollars (\$50), if someone uses your User ID and password without your permission. If you do NOT notify us within two (2) Business Days after learning about the loss or theft of your User ID and/or password and we can prove that such loss or theft may have been stopped or minimized had you promptly notified us, then you could lose as much as five hundred dollars (\$500.00). Also, if you identify unauthorized transfers on your Account statement, notify us at once. If you do not notify us within sixty (60) days after the first statement was mailed to you, on which the unauthorized transfer is identified, you may not recover any money you lose after the 60-day period and any further right to make a claim will be waived.
- c. If you believe your User ID and/or password has been lost, stolen, compromised, or that someone has transferred or may transfer money from your Account without your permission, call us at 310-270-9500. Although telephoning us is the best way to minimize your losses, you may also notify us in writing at 1st Century Bank, a division of MidFirst Bank, 1875 Century Park East, Suite 1400, Los Angeles, CA 90067.
- 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. This timeframe may be extended to 90 days for a transaction not initiated within a state or resulted from a Point of Sale debit card transaction. 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 at 310-270-9500 or write us at 1st Century Bank, a division of MidFirst Bank, 1875 Century Park East, Suite 1400, Los Angeles, CA 90067.

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.

- f. 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 310-270-9500 or writing us at 1st Century Bank, a division of MidFirst Bank, 1875 Century Park East, Suite 1400, Los Angeles, CA 90067 with sufficient time for us to receive your request, not less than three (3) Business Days before the payment is scheduled to be made. We must receive a stop payment order for a preauthorized electronic funds transfer at least three (3) Business Days before the scheduled transfer. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. 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.
- g. 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 310-270-9500 to determine if the deposit has been made.
- h. 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, we will be liable for your losses or damages. However, there are some exceptions. 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.

19. **Authorization to Obtain Information.** You agree that we may obtain, collect, and review information regarding you and your Account, including, but not limited to checking on your credit information from an authorized credit bureau in order to process your Account and Service application and enrollment in the Services, as necessary. You agree to provide us written permission to access your credit history, in addition to the consent herein, upon any request. Furthermore, you agree and grant us permission to obtain information from your Payees, Billers, and other third parties necessary to complete your requests for the Services and to complete payments and transactions in connection with this Agreement.
20. **Termination.** You may terminate your use of the Services at any time by calling us 310-270-9500 or writing us at 1st Century Bank, a division of MidFirst Bank, 1875 Century Park East, Suite 1400, Los Angeles, CA 90067, or at such other telephone numbers or addresses as included in your Account Agreement and Disclosures or otherwise posted on the Bank website from time to time. You must notify us at least ten (10) Business Days prior to the date on which you wish to have your Services terminated to allow us sufficient time to process your request. We may require that you put your request in writing. We will charge you a fee for the month in which your termination is effective in accordance with the "Fees" section of this Agreement and the Fee Schedule. Bank may terminate your use of the Services, in whole or in part, at any time with or without prior notice for any reason. Bank may immediately terminate your access to the Services if your Billable Account is closed, or access to your Billable Account is restricted for any reason. Furthermore, Bank reserves the right to terminate your access to the Services, if you do not access the Services during any ninety (90) day period. If you would like to transfer the Services to a different Account with us, you must provide at least seven (7) Business Days advance written notice to allow us time to transition the Services to another Account. Any termination of this Agreement or any of the Services, in whole or in part, will not affect your liability or obligations under this Agreement for pending or outstanding payments and transactions you have requested for processing or for any fees owed to the Bank. Bank may access, charge, or make a withdrawal on any Account held at the Bank by you for fees or charges owed to the Bank by you in connection with your use of the Services, transactions, payments, or any termination of the Services. If you sign up for the Zelle Service, please reference the respective service terms and conditions for important information about those services.
21. **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

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

22. **Limitation of Liability.** Bank shall not be liable for any damages, fees, fines, charges, or losses caused by any error, delay, omission, malfunction, or defect in payments and/or transactions initiated, requested, or sent in connection with this Agreement and the Services, which is due to circumstances other than Bank's gross negligence and willful misconduct. If Bank utilizes any third party service providers in connection with the Services provided to you under this Agreement, you agree to look to such third party service providers for any liability, damages, errors, defects, fines, or costs associated with or arising out of your use of such third party services. Except as provided herein and in accordance with Applicable Law, Bank shall have no liability to you, your Users, or any third parties for any failure, delay, mistake, error, or other liability arising from or out of your (or your Users) use of the Services, your or your Users' instructions, and/or your or your Users' payment and transaction requests. You further agree that Bank will not be responsible for any failure of you to receive timely notice if Bank sends notices to the addresses you provide. You agree to indemnify and hold harmless Bank against any and all third party claims, lawsuits, or causes of action arising from, or in connection with, your use of the Services, your instructions, or any information provided by you or for any use of the Services by, instructions by, or information provided by any User. Except as specifically provided herein or by Applicable Law, Bank shall not be responsible to you or to any third parties whatsoever for any indirect, punitive, special, incidental, or consequential damages, caused by or related to the Services, the use thereof,

or any other matter arising out of or from this Agreement (including any and all other referenced documents and agreements impacting the Services), including, but not limited to any loss of business, revenue, profits, income, or clients. Except as specifically stated in writing in this Agreement, Bank makes no representations or warranties, express or implied, including, but not limited to warranties of merchantability and fitness for a particular use or purposes with regard to your use of the Services.

23. **Equipment.** Except as provided herein, Bank is 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.
24. **Limitations of Services.** Some of the Services have qualification requirements, and Bank reserves the right to change the qualifications at any time without prior notice.
25. **Entire Agreement.** This Agreement, and any separate Service agreement, shall constitute the complete and exclusive agreement between you and Bank related to the Services and shall supplement the Account Agreement and Disclosures and any other documentation, disclosures, or agreements related to the Services and your Accounts. In the event of a conflict between this Agreement and the Account Agreement and Disclosures, this Agreement shall control with respect to the detail of the Services only; the Account Agreement and Disclosures will control with respect to general legal terms, fees, governing law, and other non-specific Service related terms. In the event this Agreement conflicts with the terms and conditions posted on the Bank's website from time to time, the terms and conditions on the Bank website shall control, provided such are posted later in time to this Agreement. In the event this Agreement conflicts with any separate Service agreement, such Service agreement shall control.
26. **Waivers.** No waiver shall be valid, unless expressly agreed to in writing by Bank. No delay or omission by Bank in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that or any other right or remedy.
27. **Assignment.** You may not assign or transfer this Agreement to any other party under any circumstance; this Agreement will automatically terminate in the event of an unauthorized assignment or transfer. Bank may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third party with or without notice to you and without your consent.
28. **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.
29. **Joint Subscribers.** For any joint owner Accounts subscribing to the Services, such Accounts must be properly set-up with matching owners prior to being linked or added for Services in accordance with Bank policy. Where two or more persons subscribing to the Services for their authorized joint Account(s), Bank shall be entitled to rely and act upon instructions, requests, and authorizations from either individual subscriber (or User on the Account). The subscriber must be legally authorized and agree to be bound by the terms and conditions of this Agreement. The User agreeing to the terms of this Agreement will be held responsible, liable, and accountable for their actions and are bound to and liable to any joint subscribers on the Account(s). Bank shall have no liability for any reliance on the instructions, requests, authorizations, actions, and/or omissions of such by either subscriber individually or jointly, or for the actions of any User on an Account, except by Applicable Law. Bank may refuse Services on any Accounts for any reason.

30. **New Accounts.** You authorize us to add to your online banking access any New Accounts opened after your application and enrollment for the Services on which you are listed as owner. Such New Account access may be restricted and limited for a period of time, as determined by the Bank, prior to being eligible for the Services; you will be required to follow Bank instructions for the set-up of New Accounts for the Services, including transfers, payments, or other transactions or by calling 310-270-9500.
31. **Information to Third Parties.** Bank will disclose information about your Account to third parties as provided by the Bank Account Agreement and Disclosures. You authorize us to disclose information to third parties about your Account or the transfers you make or request, as necessary for completing the transfers, Services, or in order to verify the existence and condition of your Account for a third party, such as to a credit bureau, merchant, Biller, or other person necessary for the transaction to be completed as instructed by you.
32. **Representations.** You represent and warrant to Bank that you will use the Services only for the intended purposes outlined in this Agreement and in accordance with Applicable Law. You agree to comply with the terms for the Services in which you enroll. Further, you represent and warrant that you will use the Services for legal purposes only and that you will comply with all Applicable Laws with respect to your Account and the Services.
33. **Changes to this Agreement.** Bank reserves the right to amend, change, or modify this Agreement, including without limitation any Addendum, at any time, for any reason at Bank's discretion and without notice, except as required by Applicable Law. Such amendments, changes, or modifications, will be effective upon (i) posting such to Bank's website or system where the Services are accessed or (ii) upon any continued use of the Services by you or any User. We may provide from our system an alert notification to you of any material Agreement amendments, changes, or modifications. Any continued use of the Services by you or any User shall be considered acceptance of the amended, changed, or modified terms to this Agreement.
34. **Notices to You.** You agree that Bank may provide any notice to you as specified in this Agreement by either posting it to the Bank website, by email to the email address you have provided to Bank, a system alert, or by U.S. mail to the street address you provide to the Bank; any notice form will be at Bank's discretion and in accordance with Applicable Law. Notices sent to you will be effective upon posting, alert, transmission sent, or when sent by U.S. mail.
35. **Electronic Disclosures.** Subject to applicable law, You agree that Bank may make available exclusively via the Bank website all disclosures required by Applicable Law, which may be permissibly given electronically. These include, but are not limited to, required disclosures under Regulation E of Federal Reserve Board and the Consumer Financial Protection Bureau and Regulation CC of the Federal Reserve Board, and as required by the Federal Deposit Insurance Commission. You should print out all such disclosures and a copy of this Agreement and retain a copy for your records. If at any time you are unable to print your disclosures, or should you wish to withdraw your consent to electronic receipt of disclosures, please call the 310-270-9500, so the disclosures may be mailed to you in paper form.
36. **Subject to Approval.** You agree that you shall not be entitled to utilize the Services, until your application and enrollment has been reviewed, verified, and accepted by the Bank. You will be notified in writing if your application and enrollment for the Services is declined for any reason.

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

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

1. **Ownership.** You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor"), is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as

well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

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

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 on my own behalf and on behalf of any business that may have Accounts accessible through the Services. I represent that I am at least eighteen (18) years of age or that I am a legal guardian of the person under the age of 18 and that by agreeing to the terms of this Agreement, I represent that I am duly authorized under Applicable Law to be bound to the terms of this Agreement and that I (or my guardian) shall be held responsible for any and all actions in connection with the Services. By selecting **“Agree,”** I acknowledge that I have read this Agreement and agree to the terms and conditions herein.

Zelle® P2P Payment Service Terms and conditions

These Zelle® P2P Payment Service Terms and Conditions (“Zelle Terms”) and the 1CB Express Online & Mobile Banking Agreement (the “Agreement”) govern your use of the Zelle Person-to-Person (“P2P”) payment service (the “Service”). If an inconsistency between the terms of the Agreement and the Zelle Terms occurs, the Zelle Terms will control. You should read these Zelle Terms carefully and keep a copy for your records. By clicking “I Agree,” you agree to the Zelle Terms. We may amend these Zelle Terms at any time, subject to applicable law. Each time you use the Zelle Service, you agree to the terms of the Agreement and the Zelle Terms as may be amended from time to time. Defined terms shall have the meanings assigned to them in the Agreement or as defined in the Zelle Terms.

1. Description of Services

- a. We have partnered with the Zelle Network (“Zelle”) to enable a convenient way to transfer money between you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle (each, a “User”) using aliases, such as email addresses or mobile phone numbers (the “Zelle Service”). We will refer to financial institutions that have partnered with Zelle as “Network Banks.”
- b. Zelle provides no deposit account or other financial services. Zelle neither transfers nor moves money. You may not establish a financial account with Zelle of any kind. All money will be transmitted by a Network Bank or Card Network.
- c. THE ZELLE SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS YOU DO NOT KNOW OR YOU DO NOT TRUST.
- d. We do not offer protection for purchases or service payments you make using the Zelle Service. You should not use the Zelle Service to purchase goods or services not yet received or from people you do not know.

2. Eligibility, Payment Types, and Authorization

The Zelle Service is intended for personal use and should not be used for business or commercial purposes. Not every personal account is eligible for enrollment in the Zelle Service; and business accounts are not eligible for the Zelle Service. You agree that you will not use the Zelle Service to send or receive payments in connection with your business or commercial enterprise.

We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle Service with your business account or to receive or send business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle Service if we believe that you are using the Zelle Service for business or commercial purposes or for any purposes not permissible under applicable law or the terms of this Agreement.

We may, in our sole discretion, decline to enroll any account that we believe poses a risk to you or to us. If you violate any of the terms of the Zelle Terms or the Agreement; if there has been fraud or unauthorized access to your Account or the Zelle Service; if there is negative activity on your Account; or, if we encounter any problem with your use of the Zelle Service, you agree that we may terminate your access at any time.

You agree that you will not use the Zelle Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law; and you agree that you will not use the Zelle Service to request money from anyone for any such payments.

When you enroll to use the Zelle Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank Account.

3. Enrolling for the Zelle Service

- a. You must provide us with an email address that you regularly use and intend to use regularly and a permanent U.S. mobile phone number that you intend to use for an extended period of time (i.e., no “burner” numbers). You may

not enroll in the Zelle Service with a landline phone number, Google Voice number, or Voice over Internet Protocol (VoIP).

- b. Once enrolled, you may:
 - i. Authorize a debit of your enrolled account to send money to another Zelle Service User either at your initiation or in response to a request from another Zelle Service User; and
 - ii. Receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Money."
- c. If at any time while you are enrolled, you do not send or receive money using the Service for a period of 18 consecutive months, we may contact you and/or take other steps to confirm that the U.S. mobile phone number or email address that you enrolled still belongs to you. If we are unable to confirm that you are the owner of the mobile phone number or email address, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Service until you enroll again.
- d. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle.
- e. We may not be able to complete your enrollment in the Zelle Service if we cannot verify your identity or other necessary information.
- f. You are solely responsible for notifying us of any change to your enrolled email address or mobile phone number, and by providing us with such information, you authorize us to rely on such information until such time as you notify us of a change in a manner that is satisfactory to us.

4. Consent to Share Personal Information and Privacy Notice

We may share information about your Accounts and any transactions made using the Zelle Service with third parties, including Network Banks and the Network Operator, as necessary to complete transactions; in connection with offering the Zelle Service; to facilitate or initiate investigations of claims related to your Account or funds that you send or receive using the Zelle Service; to comply with government agency or court orders; as you may otherwise agree; and according to our Privacy Policy.

We make security and the protection of your information a top priority. You can access our Privacy Policy at midfirst.com/privacy_policy.

5. Wireless Operator Data

We or Zelle may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Zelle Service. By using the Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, to our third-party service provider, solely to allow verification of your identity and to compare information you have provided to us or to Zelle with your wireless operator account profile information for the duration of our business relationship. See Zelle's Privacy Policy [<https://www.zellepay.com/privacy-policy>] for how it treats your data.

6. Consent to Emails and Automated Text Messages

By participating as a User, you represent that you are the owner of the email address, mobile phone number, and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in the Zelle Terms. You consent to the receipt of emails or text messages from us, from Zelle, from other Users that are sending you money or requesting money from you, and from other Network Banks or their agents regarding the Services or related transfers between Network Banks and you. You agree that we, Zelle, or either of our

agents may, use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle or that we may send or Zelle may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle, including messages that you may send through us or through Zelle or that we may send or Zelle may send on your behalf.
- e. To cancel text messaging from us, send STOP to 20736. For help or information regarding text messaging, send HELP to 20736 or contact us at 310-270-9500.
- f. You expressly consent to receipt of a text message to confirm your "STOP" request.

7. Receiving Money; Money Transfers by Network Banks

Once a User initiates a transfer of money to your email address or mobile phone number enrolled with the Zelle Service, you have no ability to stop the transfer. By using the Zelle Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled.

Most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need or Zelle may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement, and the procedures of the business or government agency that is sending you the payment.

8. Sending Money; Debits by Network Banks

You may send money to another User at your initiation or in response to that User's request for money. You understand that use of this Service by you shall at all times be subject to (i) the Zelle Terms and the Agreement, and (ii) your express authorization at the time of the transaction for us to initiate a debit entry to your designated bank account. You understand that when you send the payment, you will have no ability to stop it. If the person you sent money to has already enrolled with Zelle, either in the Zelle mobile app or with a Network Bank, the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked.

In most cases, when you are sending money to another User, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle and the other Network Banks, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle, either in the Zelle mobile app or with a Network Bank, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences.

We have no control over the actions of other Users, other Network Banks or other financial institutions that could delay or prevent your money from being delivered to the intended User.

9. Funds and Processing

You must have sufficient funds in your Account to send money to a recipient. If you do not have sufficient funds in your account, we reserve the right to refuse to transmit the payment. While most transfers are completed within minutes, some transfers may take additional time to complete. It is your sole responsibility to ensure that you initiate transfers to recipients with sufficient time to meet any deadline or other time frame imposed by you or a recipient. If a transfer is initiated from your Account and authenticated according to the Security Procedures—including, but not limited to, biometric authentication such as touch authentication—you will be responsible for the transfer, regardless of mistake, error or fraud, subject to Applicable Law.

10. Liability

Neither we nor Zelle shall have liability to you for any transfers of money conducted through the Zelle Service, including without limitation, (i) any failure, through no fault of us or Zelle to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle shall be liable for any typos or keystroke errors that you may make when using the Zelle Service.

YOU AGREE THAT YOU, NOT WE OR ZELLE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE ZELLE SERVICE.

11. Limits

We reserve the right to limit the amount of funds that you may send using the Zelle Service and the number and type of transactions you may initiate, and we reserve the right to change limits at any time, in our sole discretion. We may reject any transfer request you make using the Zelle Service if it exceeds limits that we have set. If we allow you to request or send money in excess of any limit we have set, the terms and conditions of these Zelle Terms and the Agreement still apply; and we will not be obligated to complete such a transaction again. We may change daily and transactional limits without notice to you. For information about limits, please call us at 310-270-9500.

12. Requesting Money

You may request money from another User. Each time you request money from another User, you represent that:

- You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request.
- Requests for money must be sent to a User's mobile phone number or email address; neither we nor Zelle guarantee that you will receive money from other Users by sending a payment request.
- If a User ignores your request, we may decide or Zelle may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. We are not obligated to notify you, nor do we have any knowledge, if a request you send has been received by another User.
- If you request money from another User and are notified that the User does not wish to receive requests or that the User disputes or disclaims the obligation, you will not make repeat requests from that User.
- You are not engaging in the business of debt collection by attempting to use the Zelle Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.
- You will send requests for money only for legitimate and lawful purposes.

You agree to receive money requests from other Users. Requests for money are solely between the sender and recipient. Neither we nor Zelle will review or verify such requests. Neither we nor Zelle assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the sender of a request for money.

We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive, or unwelcome by the recipient.

13. Receiving Requests for Money

Other Users may be able to send you a request for money. You are not required to respond to such a request. You authorize us to deliver requests from Users, which we reasonably believe are addressed to you, but we do not guarantee the accuracy or genuineness of any request sent to you. We do not guarantee that you will receive requests sent through the Zelle Service. You acknowledge that we do not control the frequency, content, or purposes of requests sent to you, and we may be unable to block requests being sent to you without terminating your enrollment in the Zelle Service.

14. Your Transaction Errors

When you initiate a transaction, you authorize us to rely on the information provided by you, and you authorize us to act on any instruction that has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. Other banks receiving this information may rely on such information also. We are not obligated to take additional steps to confirm or authenticate such instructions and may act without any further confirmation. You are solely responsible for losses resulting from your errors, duplication, ambiguities or fraud in the information you provide. We reserve the right to recover from you any costs or losses incurred as the direct or indirect result of you providing inaccurate or incomplete information.

15. Electronic Funds Transfer Disclosures

Please see the Electronic Funds Transfer Disclosures in the Agreement.

16. Liability for Failure to Complete Transfers

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, we will be liable for your losses. However, there are some exceptions. For example, we will 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 Zelle Services or the Mobile App are not working properly and you know or knew about the breakdown when you started the transfer;
- iii. If your device or Internet access was not working properly;
- iv. If the recipient mishandles or delays in handling payments sent by us;
- v. If you have not provided us with the correct recipient 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 shutdown, 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.

17. Fees

We do not currently charge fees in connection with the Zelle Service. If we assess fees in the future, we will notify you of such fees in accordance with Applicable Law.

18. Zelle's Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. ZELLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. ZELLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

19. Zelle's Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL ZELLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK BANKS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF ZELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH ZELLE'S SERVICE OR WITH THE TERMS OF THESE ZELLE TERMS AND THE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF ZELLE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK BANKS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100).

20. Bank's Limitation of Liability

Bank shall not be liable for any damages, fees, fines, charges, or losses caused by any error, delay, omission, malfunction, or defect in payments and/or transactions initiated, requested, or sent in connection with the Zelle Terms or the Services, which is due to circumstances other than Bank's gross negligence and willful misconduct. Bank uses a third-party service provider in connection with the Zelle Service, and 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 the Zelle Service. Except as provided herein and in accordance with Applicable Law, Bank shall have no liability to you, your Users, or any third parties for any failure, delay, mistake, error, or other liability arising from or out of your (or your Users') use of the Zelle Service, your or your Users' instructions, and/or your or your Users' payment and transaction requests. You further agree that Bank will not be responsible for any failure of you to receive timely notice if Bank sends notices to the addresses you provide. You agree to indemnify and hold harmless Bank against any and all third-party claims, lawsuits, or causes or action arising from, or in connection with, your use of the Zelle Services, your instructions, or any information provided by you or for any use of the Zelle Service by, instructions by, or information provided by any User. Except as specifically provided herein or by Applicable Law, Bank shall not be responsible to you or to any third parties whatsoever for any indirect, punitive, special, incidental, or consequential damages, caused by or related to the Zelle Service, 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 Zelle Service), including, but not limited to, any loss of business, revenue, profits, income or clients. Except as otherwise specifically stated in writing, Bank makes no representations or warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular use or purposes with regard to your use of the Zelle Service.

21. Indemnification

You acknowledge and agree that you are personally responsible for your conduct while using the Zelle Service, and except as otherwise provided in these Zelle Terms and the Agreement, you agree to indemnify, defend and hold harmless Zelle, its owners, directors, officers, agents and Network Banks from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Service, or any violation by you of the terms of the Zelle Terms and the Agreement. You further acknowledge and agree to indemnify, defend and hold harmless MidFirst Bank, its owners, directors, officers, agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, errors, or inability to use the Zelle Service, or any violation by you of the terms of these Zelle Terms and the Agreement.

22. Trademark Disclosures

Zelle and the Zelle-related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

23. Cancellation of the Service

You may cancel your access to the Zelle Service at any time by calling us at 310-270-9500. Once we receive your request to cancel access, we will have a reasonable time to act on your request.

24. Right to Terminate Access

We reserve the right to terminate access to the Zelle Service at any time, subject to Applicable Law.

25. Definitions

Unless otherwise defined below, capitalized terms shall have the meanings assigned to them in the Agreement.

“Network Operator” means Early Warning Systems, LLC.

“P2P Account” means the Bank demand deposit account that you designate to send and receive funds using the Service.

“P2P Transaction” means a transaction initiated through the Service to transfer funds from your P2P Account to another User or to receive funds in your P2P Account from another User, including messages sent through various payment networks as necessary to complete the transaction.

“Participating Financial Institution” or “Network Bank” means a financial institution that has elected to participate in the Zelle Payment Network.

“User” means an individual enrolled in the Service directly through Zelle or through another financial institution or through the Bank. For purposes of the Service provided by Bank, a user includes individuals that you authorize to access your Account or to use the Service on your behalf or who you have provided with 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 the Service and make P2P Transactions.

*“you” or “your” mean the person using the Service, including, but not limited to, Users.

**“we,” “us,” “our” or “Bank” mean MidFirst Bank, a national savings association.