

BancFirst Personal Online Banking Terms and Conditions

Online Information Sheet, Disclosures, and Access Agreement

This Online Banking Agreement and Disclosure (the "Agreement") discusses how you can use BancFirst Personal Online Banking (the "Service") to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing the Service.

If you previously registered for BancFirst Personal Online Banking, this version of the Agreement replaces the agreement that you had with us. If you continue to use the Service, you are bound by these terms.

If you use BancFirst Personal Online Banking, you thereby indicate your consent to these terms. You may print a copy of this Agreement for your records now, or you can refer to this document in the Online Help section later at your convenience.

SECURITY & PROTECTING YOUR ACCOUNT

BancFirst is strongly committed to protecting the security and confidentiality of our customer account information. BancFirst uses state-of-the-art technology in the ongoing development of its Online Banking service to ensure this security. We use several different methods to protect your account information:

You can only access BancFirst Personal Online Banking with certain browsers that have a high security standard.

The bank's server has been certified as a 128-bit secure server by VeriSign, using Secure Sockets Layer (SSL) protocol.

We use state-of-the-art firewall configuration to insure only permitted data exchanges are allowed.

You must have a valid User ID and Password to logon.

If no action is taken for 10 minutes, you will be automatically logged off BancFirst Personal Online Banking.

Your Responsibility, You Agree:

Not to give out your identifying information such as your Online Banking Password to any other person. The Bank may rely on your User ID to identify you when providing banking services to you.

Never to leave your account information displayed in an area accessible by others.

Never to leave your PC or mobile device unattended while using BancFirst Personal Online Banking.

To always exit the system by clicking on SIGN OFF after using BancFirst Personal Online Banking.

To notify BancFirst Online Banking at 1-888-551-5152 immediately if you suspect that your

User ID or Password has become known to any unauthorized person.

BANCFIRST PERSONAL ONLINE BANKING E-MAIL COMMUNICATIONS

Electronic messages sent and received via the "Secure Email" or "Secure Chat" option in BancFirst Personal Online Banking (i.e., once your User ID and Password have been accepted by BancFirst and your browser shows that a secure connection has been established) are secure. Communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information unless using the electronic communication options provided in our Contact Us section. You agree that we may take a reasonable time to act on any e-mail. Correspondence that requires expeditious handling -- for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to immediately stop payment on a check you have issued, should be made by calling BancFirst. (The phone number for your local BancFirst location is listed at the BancFirst home page at <https://www.bancfirst.bank>.)

ONLINE CHECK STOP PAYMENTS

If you do not want us to pay a check or draft you have written on your account, you may submit a stop payment request through Personal Online Banking. The order will be in effect for eighteen months; beginning the day we receive your request, and may be renewed in a similar way before the current stop payment order expires. We will not be liable for payment of an item received after a stop payment request has expired, nor will we be liable for payment of a check when an order for stop payment is incomplete or inaccurately states any information as to check number, amount and account number. The Bank will conduct a search by computer solely on the check number(s) provided within the Online Banking Stop Payment Order. If account number and check number are not exact and the amount of the check is not exact to the penny, the check will not be recognized and the payment will not be stopped. We will not be liable for payment of a check after receipt of a stop payment order before we have had a reasonable period of time to act on the request. Any stop payment requests received after 8:00 PM (CST) will be posted the following business day.

Additionally:

The account owner agrees to hold BancFirst ('Bank') harmless for all damages, expenses and costs incurred as a result of refusing payment of said item. Account owner further agrees that the Bank shall be obligated to honor this order only if received at such time and in such manner as to afford the Bank a reasonable opportunity to act on it. In complying with this order, the Bank's duty shall extend only to the exercise of good faith and ordinary care. If Bank should inadvertently pay said items over a valid order timely received, the Bank shall be subrogated to the rights of (a) any holder in due course; (b) any payee or other holder; (c) any drawer or maker on the item or on the underlying transaction out of which the item arose. Please refer to your Account Agreement for more information.

FUNDS TRANSFER SERVICE

If you are a consumer with access to Personal Online Banking with multiple accounts and you have a User ID and Password from us, you will be able to transfer funds between your BancFirst accounts. As a BancFirst Personal Online Banking customer, you can make immediate transfers between your BancFirst deposit accounts (Checking and Savings) over the internet or through

the Mobile App. All such transfers are subject to the terms of the Electronic Funds Transfer Disclosure.

ELECTRONIC FUND TRANSFER DISCLOSURE

For purposes of this disclosure the terms "we", "us" and "our" refer to BancFirst. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of EFT services provided by BancFirst in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Friday excluding holidays.

ELECTRONIC FUND TRANSFER SERVICES PROVIDED

DEBIT CARD SERVICES. The services available through use of your debit card are described below.

DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s) and savings account(s).
- You may make deposits into your checking account(s) and savings account(s).
- You may transfer funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s) and savings account(s).
- You may make payments on consumer loans that you have with us. Payments made at ATMs (whether by transfer, or in cash, check, draft, or money order) are subject to verification and the posting of such payments to a loan account may be delayed until the funds can be collected.
- You may use your card at any merchant that accepts Mastercard® debit cards for the purchase of goods and services.

ATM SERVICES.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): Any terminal around the world authorized to accept the Debit Card.

ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete

a fund transfer.

POINT OF SALE TRANSACTIONS. Listed below are the cards you may use to purchase goods and services from merchants that have arranged to accept your cards as a means of payment (these merchants are referred to as "Participating Merchants").

Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your cards, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase.

The following cards and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: all checking and savings accounts.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

AUTHORIZATION HOLDS. An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction when we process to us for payment, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf. Please refer to the Non-Sufficient Funds and Overdrafts sections of your Account Agreement for additional information.

CURRENCY CONVERSION - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard

International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

SERVICES PROVIDED THROUGH USE OF DAILY DATA LINE. You may perform the following functions through use of Daily Data Line:

- You may initiate transfers of funds between your checking and savings accounts.

PREAUTHORIZED TRANSFER SERVICES.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s) and savings account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and savings account(s).

SERVICES PROVIDED THROUGH USE OF INTERNET/MOBILE BANKING. BancFirst offers its customers use of our Internet/mobile banking service.

You may use internet to deposit checks remotely, transfer funds between your accounts, transfer funds to another person, and initiate Bill Payment transactions.

ELECTRONIC CHECK CONVERSION. You may authorize a merchant or other payee to make a

one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS - DEBIT CARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to \$750.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS. You may buy up to \$2,750.00 worth of goods or services in any one day through use of our Point of Sale service.

OTHER WITHDRAWAL LIMITATIONS. BancFirst may, from time to time, reduce the card limit or block the use of its cards without notice. Before traveling abroad, you may contact your local BancFirst office to obtain a list of currently blocked countries.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement.

In any case you will receive your statement at least quarterly.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every

60 days from the same person or company:

- you can call us at (855)889-9216 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify BancFirst immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been

reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at any branch ATM.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment, call us at: (855)889-9216

or write to:

BancFirst

Attention: Operational Support

P.O. Box 268949

Oklahoma City, OK 73126

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (855)889-9216 (24 hours)

or

write to: BancFirst Attention:

Operational Support

P.O. Box 268949

Oklahoma City, OK 73126

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the

loss or theft of your Debit Card or PIN or internet banking access code, you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (855)889-9216

or

write to: BancFirst Attention:

Operational Support

P.O. Box 268949

Oklahoma City, OK 73126

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact BancFirst no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety

(90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error,

we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. 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, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or

interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.

- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS. We reserve the right to impose a fee and to change fees upon notice to you.

A. BancFirst Terminal. There is no per transaction charge for use of your Debit Card. However, your Account will be charged an amount equal to the amount that would be charged had the Debit Card activated transaction been accomplished by use of a check or regular deposit. You should refer to your account disclosure.

B. Non-BancFirst Terminal. Withdrawals or Account inquiries may be charged according to your Account disclosure. The originating Bank and the network used to process the transaction may charge an additional fee.

C. International Fee. 2% of transaction amount - Fee charged for using your card to purchase goods

or services in a foreign currency or in U.S. dollars with a foreign merchant, including internet transactions made in the U.S. but with a merchant who processes the transaction in a foreign country.

DISCLOSURE OF ACCOUNT INFORMATION. We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

MISCELLANEOUS PROVISIONS RELATED AGREEMENTS

Your BancFirst accounts accessed by BancFirst Personal Online Banking continue to be governed by the following BancFirst agreements and documents, as they are amended from time to time: (1) Deposit Agreement and Disclosures, (2) the applicable Personal or Business Schedule of Fees, and the applicable Miscellaneous Fees for Personal or Business Accounts. If you have overdraft protection or accounts that are accessed by the Service, they continue to be governed by the applicable agreements you have with BancFirst. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

OUR ABILITY TO TERMINATE SERVICES

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the Service. We can terminate your online banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing.

We can also terminate the Service if we believe that an actual or potential unauthorized use of your User ID, Password or account may be occurring.

BancFirst reserves the right to terminate your access to the BancFirst Personal Online Banking Service that is unused for a period of 180 consecutive days.

BancFirst reserves the right to terminate your access to the BancFirst Personal Online Banking Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

AMENDMENT

We can amend this Agreement upon notice to you, which you agree may be sent by e-mail. Any notice will be effective not later than ten (10) days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time.

NEW SERVICES

We may, from time to time, introduce new services that are part of BancFirst Personal Online Banking. We will update this Agreement to notify you of these new services. By using BancFirst Personal Online Banking after those new services become available, you agree to be bound by the terms contained in the revised agreement.

VIRUS PROTECTION

You agree that BancFirst is not responsible for any electronic virus that you may encounter using BancFirst Personal Online Banking. We encourage you to routinely scan your PC and devices using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

OUR LIABILITY

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that BancFirst Corp. nor any of its subsidiaries or affiliates (collectively, "BancFirst") nor any third party service providers engaged by BancFirst to perform any of the services connected with BancFirst Personal Online Banking shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of your using or attempting to use the BancFirst Personal Online Banking Service, whether caused by the equipment, software, Internet browser providers such as Chrome (Google Chrome browser) or Microsoft (Microsoft Internet Explorer or Edge browser), Internet access providers or on-line service providers or an agent or subcontractor of any of the foregoing. Nor shall BancFirst or any third party service providers engaged by BancFirst be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, BancFirst Personal Online Banking or Internet browser or access software, or from the unavailability of BancFirst Personal Online Banking or for any errors in information provided through that service.

CHARGES AND FEES

Transfers of funds using BancFirst Personal Online Banking are free except as follows: If the number of transactions that you are allowed during a monthly statement cycle is limited. Transfers through BancFirst Personal Online Banking are counted, and if you exceed the total number of authorized transactions for those accounts, your account will be charged according to the applicable Deposit Agreement and Disclosures for your account.

Stop Payments initiated using BancFirst Personal Online Banking are subject to fees in accordance with our Account Disclosures. Your account will be charged according to the applicable Deposit Agreement and Disclosures for your account. Please refer to your local BancFirst office for a current copy of the Deposit Agreement or for a current fee schedule. (The phone number and location of your local BancFirst location is listed at the BancFirst home page at www.bancfirst.bank)

YOUR AGREEMENT TO THESE TERMS AND CONDITIONS

Your registration for BancFirst Personal Online Banking confirms (1) your agreement to be bound by all the terms and conditions of this Agreement, and (2) your acknowledgment that you received and understand the terms of this Agreement.

END USER LICENSE AGREEMENT FOR MX MONEY MANAGEMENT

In addition to the above content, if you decide to use MX Money Management, you acknowledge and agree to the following terms and conditions of service.

This User Agreement contains the terms and conditions for your use of digital money management tools and services that we may provide to you and that involve accessing third party account information ("Services"). Hereinafter, "you" or "your" means the end user of the Services ("User") and "us," "we," "our," or "BancFirst" refers to the financial institution who provides User access to the Services. Digital Insight Corporation, NCR Corporation (parent of Digital Insight), and MX Technologies, Inc. (collectively, the "Providers") are intended third party beneficiaries of this User Agreement and are entitled to enforce its terms.

1. General.

- (i) User will follow the standard operating procedures, including without limitation security procedures, with respect to use of the Services.
- (ii) User agrees to allow Digital Insight Corporation, its successors and assigns, and its and their third party services providers access and use of such Users' data, including Aggregated Data and Nonpublic Personal Information, as necessary for the provision of the Services. As used herein "Aggregated Data" means User Data and information that has been stripped of all personally identifiable information. "User Data" for purposes of this definition, means User account information, account access information and registration information as provided by Users. Nonpublic Personal Information means information concerning Users and their past or present accounts; information falling within the definition of "nonpublic personal information" or "personally identifiable financial information" under Regulation P, 12 C.F.R. 216, or under the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq.; or information otherwise considered privileged, confidential, private, nonpublic or personal and/or given protected status under any federal or state law.
- (iii) BancFirst has no liability to User or other third parties relating to any delays, inaccuracies or incomplete Services caused by the failure of BancFirst to properly or timely meet its obligations or requirements in connection with the Services.
- (iv) User shall determine and be responsible for the completeness, authenticity and accuracy of all such information submitted to the Services.

2. Provide Accurate Information. You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.

3. Content You Provide. Your use of the Services is your authorization for BancFirst or its service providers, as your agent, to access third party sites, which you designate in order to retrieve information. You are licensing to BancFirst and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service provider may store,

use, change, or display such information or create new content using such information.

4. Power of Attorney. You grant BancFirst and its service providers a limited power of attorney as provided below to access information at third party sites on your behalf. Third party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant BancFirst and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are sponsored or endorsed by any third party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN BANCFIRST OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD PARTY SITES.**

5. Third Party Accounts. With respect to any third party sites we may enable you to access through the Services or with respect to any non-BancFirst accounts you include in the Services, you agree to the following:

a. You are responsible for all fees charged by the third party in connection with any non-BancFirst accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User Agreement does not amend any of terms and conditions. If you have a dispute or question about any transaction on a non-BancFirst account, you agree to direct these to the account provider.

b. Any links to third party sites that we may provide are for your convenience only, and BancFirst and its service providers do not sponsor or endorse those sites. Any third party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third party sites. The third party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.

6. Limitations of Services. When using the Services, you may incur technical or other difficulties. We nor our service providers are responsible for any technical or other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

7. Acceptance of User Agreement and Changes. Your use of the Services constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User Agreement. Your continued use will indicate your acceptance of the revised User Agreement. The licenses, user obligations, and authorizations described herein are ongoing.

8. Aggregated Data. Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers, including their affiliates, to conduct certain analytical research, performance tracking, marketing and marketing program activities, and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous,

aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties. Notwithstanding any other provision of this User Agreement, use of data collected through your use of the Services for marketing and marketing program activities may include targeted marketing, meaning that specific marketing activities may be directed to a group of users, where each user meets certain pre-defined categories or characteristics. For example, a targeting marketing activity may issue a display ad for a group of users, where each user is identified as having an open credit card account through a financial institution.

9. Ownership. You agree that BancFirst and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.

10. User Conduct. You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for BancFirst or its service provider or cause BancFirst to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.

11. Indemnification. You agree to defend, indemnify and hold harmless BancFirst, its third party services providers and their officers, directors, employees and agents from and against any and all third party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

12. Disclaimer. The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither BancFirst nor its third party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. BancFirst and its third party providers specifically disclaim any liability, loss, or risk, which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, BancFirst and its third party providers are not responsible for any investment decisions, any damages, or other losses resulting from decisions that arise in any way from the use of Services or any materials or information accessible through it. Past performance does not guarantee future results. BancFirst and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

13. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES,

WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14. Other Items. You may not assign this User Agreement. A determination that any provision of this User Agreement is unenforceable or invalid shall not render any other provision of this User Agreement unenforceable or invalid.

BANCFIRST MOBILE DEPOSIT SERVICES AGREEMENT (“Agreement”)

BancFirst Mobile Deposit (“Service”) provides a channel for customers (“You, Your”) to deposit original checks drawn on a bank, drafts drawn on a credit union or savings and loan, and are payable on demand (“Check”) to an account by utilizing the deposit feature of a mobile application and the camera on Your mobile device to deliver a picture (“Image”) to BancFirst (“We, Us, Our”). You must login to BancFirst Mobile Banking to apply for BancFirst Mobile Deposit.

Limits. We will establish limits on the dollar amount and/or number of items or deposits (“Service Limits”). If You attempt to initiate a deposit in excess of these limits, We may prevent You from completing the deposit, or if We allow You to complete the deposit, We retain the right to reject the deposit or place a hold on the funds. If We allow You to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and We will not be obligated to accept deposits in excess of stated limits. Requests to modify Your Service Limits can be made by contacting Us.

Eligible items. You agree to image and deposit only checks. You agree that You will not use this Service to deposit:

- Checks payable to any person or entity other than account owner (i.e., payable to another party and then endorsed to account owner).
- Checks payable to the account owner and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that You know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks previously converted to a substitute check, as defined in Regulation CC.
- Checks drawn on a financial institution located outside the United States.

- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks that have previously been submitted through this service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.

Requirements. Each image must provide all information on the front and back of the Check at the time presented to You by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Check, MICR information, signature(s), any required identification written on the front of the Check and any endorsements applied to the back of the Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check within 1½ inches from the top edge, although We may accept endorsements outside this space. Your endorsement must include Your signature and “For Mobile Deposit Only”. Any loss We incur from a delay or processing error resulting from an irregular endorsement or other markings by You will be Your responsibility.

A check payable to two payees, without an indication as to whether it is made out to both or to either, must be endorsed by both payees. If the check is payable to You or Your joint owner, either of You can endorse it. If the check is made payable to You and Your joint owner, both of You must endorse the check.

Receipt of Deposit. All images processed for deposit through this Service will be treated as “deposits” under Your current Account Agreement with Us and will be subject to all terms of the Account Agreement. When We receive an image, we will confirm receipt via email to You. We shall not be deemed to have received the image for deposit until We have confirmed receipt to You. Confirmation does not mean that the image contains no errors. We are not responsible for any image that We do not receive.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at Our sole discretion, to reject any Image processed for deposit through this Service into Your account. We will notify You of rejected images.

We further reserve the right to chargeback to Your account at any time any item that We subsequently determine was not an eligible item. You agree that We are not liable for any loss, costs, or fees You may incur as a result of our chargeback of an ineligible item.

Original checks. After You receive confirmation that We have received an image, You must securely store the original check for 30 calendar days after transmission to Us and make the original check accessible to Us at our request. Upon Our request from time to time, You will deliver to Us within 10 calendar days, at Your expense, the requested original check in Your possession. If not provided in a timely manner, such amount will be reversed from Your account. Promptly after such period expires, You must destroy the original check by first marking it “VOID” and then destroying it by crosscut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that You will never re-present the original check. You understand that You are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to Your account for checks deposited using this Service is provisional. If original checks deposited through this Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, You agree that an original check will not be returned to You, but that We may charge back the amount of the original check and provide You with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse Us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without Our approval, You shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to You.

We may debit any of Your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Fees. A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. We may change the fees for use of the Service at any time. You authorize Us to deduct any such fees from any BancFirst account in Your name. Please refer to your Depository Agreement and Disclosure, or the applicable Personal or Business Schedule of Fees.

If Your payment is returned unpaid, you authorize Us to collect a fee as stated in our Schedule of Fees.

Your Warranties. You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, You make to Us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to Us will contain no viruses or any other disabling features that may have an adverse impact on Our network, data, or related systems.

Compliance with Law. You will use this Service for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Cooperation with Investigations. You agree to cooperate with Us in the investigation of unusual transactions, poor quality transmissions, and resolutions, and resolution of Customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in Your possession and Your records relating to such items and transmissions.

Termination. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by Us. Without limiting the foregoing, this Agreement may be terminated if You breach any term of this Agreement, if You use the Service for any unauthorized or illegal purposes, or You use the Service in a manner inconsistent with the terms of Your Account Agreement or any other agreement with Us.

BancFirst Mobile Deposit Unavailability. The Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that the Service is unavailable, You may deposit original checks at our branches or through our BancFirst Deposit ATMs.

Business Days. Our business days are Monday through Friday, excluding banking holidays.

Funds Availability. Checks deposited utilizing this Service are subject to the same Funds Availability Policy as BancFirst Deposit ATM deposits. Deposits confirmed as received before 8:00 P.M. Central Standard Time on a business day will be credited to Your account on that business day. Deposits confirmed received after 8:00 P.M. Central Standard Time on a business day, and deposits confirmed received on banking holidays or days that are not business days will be credited to Your account on the following business day. Funds will be available as described in Our Funds Availability Policy disclosure.

BancFirst Mobile Deposit Security. You will complete each deposit promptly. If You are unable to complete Your deposit promptly, You will ensure that Your mobile device remains securely in Your possession until the deposit has been completed. It is Your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify Us immediately by telephone with written confirmation if You learn of any loss or theft of checks. You will ensure the safety and integrity of checks from the time of receipt until the time of destruction. If warranted in Our reasonable judgment, We may audit and monitor You, and You agree to cooperate with Us to permit such monitoring, to confirm that You have satisfied Your obligations under this Agreement.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You agree to provide Us any financial information We reasonably request during the term of this Agreement. You must inform Us immediately of any material change in Your financial circumstances. You authorize Us to review Your history from time to time.

You are solely responsible if You, intentionally or unintentionally, submit fraudulent, incorrect or illegible Images to Us or if this Service is used, by authorized or unauthorized persons, to submit

fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to Us. You are obligated to notify Us immediately if You believe Your account password has been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your check.

Telephone Number to Contact in the Event of an Unauthorized Transfer.

If You believe Your password has been lost or stolen, call 1-888-551-5152 or write:

BancFirst
Attention: Mobile Banking Services
P.O. Box 26788
Oklahoma City, OK 73126-0788

You should also call the number or write to the address listed above if You believe a transfer has been made using the information from Your check without Your permission.

In addition You agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and Our technology partners, inclusive of, but not limited to, Digital Insight, Inc. (Digital Insight) and Vertifi Software, LLC, (Vertifi) retain all rights, title and interests in and to the Services, Software and Development made available to You.

Accountholder's Indemnification Obligation. You understand and agree that You are required to indemnify Us and hold Us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from Your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that You are required to indemnify Our technology partners, including but not limited to Digital Insight and Vertifi, and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Our or Your use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES

INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

BILL PAYMENT SERVICE TERMS AND CONDITIONS

SERVICE DEFINITIONS

"Service" means the Bill Payment Service offered by BancFirst, through CheckFree Services Corporation.

"Agreement" means these Terms and Conditions of the bill payment service.

"Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

PAYMENT SCHEDULING

Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing the Service with names and account information of Payees to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Payee directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT METHODS

The Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

PAYMENT CANCELLATION REQUESTS

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

STOP PAYMENT REQUESTS

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

PROHIBITED PAYMENTS

Payments to Payees outside of the United States or its territories are prohibited through the Service.

EXCEPTION PAYMENTS

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Payee - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic

Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation - Upon activation of the electronic bill feature, the Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

EXCLUSIONS OF WARRANTIES

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your

permission, you must notify the Service at once by calling 888-551-5152 during customer service hours.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

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

ERRORS AND QUESTIONS

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

1. Contact us at 1-888-551-5152 during customer service hours
2. Write at:
BancFirst
PO Box 26788
Oklahoma City, OK 73126-0788

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the first statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and Service account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Payment Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Payment Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

SERVICE FEES AND ADDITIONAL CHARGES

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

FAILED OR RETURNED TRANSACTIONS

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
4. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you; and,
5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

ALTERATIONS AND AMENDMENTS

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

ADDRESS OR BANKING CHANGES

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service at 888-551-5152. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 888-551-5152 during customer service hours
2. Write at:
BancFirst
PO Box 26788
Oklahoma City, OK 73126-0788

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

PAYEE LIMITATION

The Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

RETURNED PAYMENTS In using the Service, you understand that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the Service.

INFORMATION AUTHORIZATION

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service, which supersedes any proposal, or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

NO WAIVER

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

CAPTIONS

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law's provisions.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.