

## BUSINESS ACCOUNT ELECTRONIC FUND TRANSFER AGREEMENT

This agreement ("Agreement") governs electronic fund transfer services that we provide to you to the extent that they are not covered by Applicable Law, including, without limitation, the Uniform Commercial Code and Federal Reserve Board Regulation J or National Automated Clearing House Association ("NACHA") Rules. or are not more specifically governed by another agreement we may have with you, as may be amended from time to time. Please read this Agreement carefully and keep a copy in a safe and convenient place.

In this Agreement, the plural form of a word also means the singular, and vice versa. The terms defined in this paragraph have the following meanings when used in this Agreement: **"you"** or **"your"** mean the organization, association, or other business in whose name the account was opened and everyone who signs any Signature Card, is an Authorized Representative, Authorized User, or is otherwise authorized to make any transaction involving the account as provided in this Agreement or by applicable law. **"Credit Union," "we," "us," "our,"** or **"ourselves"** means the Credit Union providing this Agreement to you. **"Access Code"** means any username, password, personal identification number (commonly known as a "PIN"), Biometric, token, security picture and phrase, or security questions you use to access any Account. **"Access Device"** means any device that we allow you to access or to use any Account or other service including any card, computer, smart-phone, smart-watch or other hardware. **"Authorized Representative"** means any person who has been duly authorized by you to execute and deliver this Agreement on your behalf, and to otherwise execute, deliver and perform any other agreement, certificate, document, or instrument, or take any other action, on your behalf, and may include, without limitation, any of your managers, directors, officers, or employees, to the extent so authorized. **"Authorized Use"** means any access, withdrawal, or transaction made to or from an Account, or any use of an Account service by any Authorized Representative or Authorized User. **"Authorized User"** means any person who has actual, implied or apparent authority, or to whom you have at any time given any information, Access Device or documentation that enables such a person to access, withdraw, make transactions to or from the account, or to use the service. This definition will be construed broadly and includes without limitation all users acting as members, shareholders, managers, directors, officers, employees or agents of any account owner or acting under a written document such as a power of attorney. **"Biometric"** means measurable biological (anatomical and physiological) or behavioral characteristics used for identification including but not limited to fingerprints, irises, voice patterns, palm prints and facial patterns.

Fees and charges associated with electronic transactions and electronic fund transfers are set forth in the Fee Schedule unless more specifically defined in this or another agreement or disclosure we have with you. Our business days for electronic fund transfers are Mondays through Fridays, and do not include holidays. Not all account types will qualify for all services and certain services may not be available on all access devices or platforms. The following are examples of electronic account services that may be available:

**Electronic Funds Transfers that you Authorize:** You may authorize a third party to initiate an electronic funds transfer to debit or credit your account, either on a one-time basis or on a recurring basis. To initiate such a transfer, you must provide the third party with your account number and Credit Union information. You should provide your account information to trusted third parties only. Examples of these transfers may include (but are not limited to): (a) Preauthorized Credits - You

may arrange for certain direct deposits to be accepted into your checking or savings; (b) Preauthorized Payments - You may make recurring payments from your checking account; (c) Electronic Check Conversion Transactions - When you purchase goods or pay for services and other bills, you may authorize a merchant or service provider to convert your paper check into an electronic funds transfer; and (d) Electronic Charge for Returned Check: - At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to collect a fee electronically (e.g., if the check is returned for insufficient funds). Paying such a fee electronically is an electronic funds transfer.

**Audio Response Unit:** You may access your account to make transactions and obtain information through "Phone Teller," our telephone transaction system, which is an "audio response unit" ("ARU"), by using your account number, Access Device and a touch-tone phone. Examples of use of such access may include (but are not limited to): (a) transferring funds between accounts; (b) transferring funds from your line of credit to your account; (c) making payments from your checking or savings account to your loan accounts with us; and (d) obtaining information about your account or loan (e.g., balances, deposits, withdrawals, or transaction history).

**Online Banking (including Mobile Banking):** You may access your account to make transfers and obtain information via the Internet using an Access Device ("**Online Banking**"). In order to use Online Banking, we may require you to accept additional agreements and disclosures, to select a new password, and to respond to one or more challenge questions. Examples of the use of such access may include (but are not limited to): (a) transferring funds between accounts; (b) transferring funds from your line of credit to your account; (c) transferring funds to or from your accounts outside the Credit Union; (d) making payments from your checking or savings account to your loan accounts with us; and (e) obtaining information about your account or loan (e.g., balances, deposits, withdrawals, or transaction history).

**Bill Pay:** You may access our electronic bill payment service ("**Bill Pay**") through our Online Banking system and you may establish both one-time and recurring bill payments. Examples of the use of such access may include (but are not limited to): (a) making payments to third parties from your account; (b) viewing pending payments and payment history; and (c) managing your payees (e.g., adding, changing, or deleting payees).

**ATM Transactions:** You may access your account at an ATM terminal using your Access Device. Examples of the use of such access may include (but are not limited to): (a) making deposits to accounts associated with the card; (b) making cash withdrawals from the account associated with the card; and (c) obtaining balance information on accounts associated with the card (overdraft protection plan limits are not reflected in your balance). Some services may not be available at all ATM terminals.

**Debit Card POS Transactions:** You may access your checking account using your debit card. Examples of the use of such access may include (but are not limited to): (a) purchasing goods (in person); (b) paying for services (in person); (c) obtaining cash from a merchant (if the merchant's policy permits) or from participating financial institutions; and (d) paying for goods and services by telephone or via the Internet.

**Illegal Use:** You may not use your debit card, and you may not permit anyone else to use your debit card, unlawfully or for any illegal purpose, activity or transaction, including (but not limited to) illegal gambling transactions.

**Business Purpose:** You warrant and agree that Access Devices will only be used by you for business purposes and will not be used for personal, household or family purposes.

**Notice regarding non-Visa Debit Card Transactions:** You may use your Credit Union Visa debit card on a "PIN-Debit Network" (a non-Visa Network) without using a PIN to authenticate your transactions. (Under Visa rules, a "PIN-Debit Network" is a non-Visa debit network that typically uses PINs to authenticate transactions but that does not have its own card program. Examples of such PIN-Debit Networks include Accel, Plus, and PULSE.) We have enabled non-Visa debit transaction processing on the PULSE Network. Examples of the types of actions that you may be required to use to initiate a **Visa debit transaction** include (but are not limited to): (a) signing a sales receipt; (b) providing a card number over the phone or via the Internet; or (c) swiping your card through a POS terminal. Examples of the types of actions you may be required to make to initiate a **non-Visa debit transaction** on a PIN-Debit Network include, but are not limited to: (a) entering a PIN at the point-of-sale terminal; or (b) initiating a payment directly with the biller (possibly by telephone, by Internet, or at a kiosk location) by providing an account number or other information that is not your PIN to authorize the transaction after clearly indicating a preference to route it as a non-Visa transaction. The terms and conditions of your agreement with us relating to Visa transactions do not apply to non-Visa transactions. For example, the additional limits on liability (such as Visa's "Zero-Liability" program) do not apply to transactions processed on a PIN-Debit Network.

**Daily Limits:** For security reasons, there are daily limits on the total dollar amounts for electronic transactions, including but not limited to our ARU, ATMs, debit cards, Online Banking, and Bill Pay. You may call us at 800.256.5626 or 918.610.0200 for more information on these daily limits. You may withdraw the maximum of the daily dollar amounts, or your account balance, whichever is less. We may change these limits at any time and we reserve the right to make such changes without notice to you. Transaction limits are also subject to temporary reductions to protect the security of the account or account service.

**Overdraft Protection Plan Limits:** Transactions may exceed the available balance, and therefore result in an overdraft. If you have an overdraft protection plan with us for your checking account, your transactions may be limited to the amount in your account and any amount available under your overdraft protection plan.

**Transaction Limitations:** The terms of your account may restrict the number of withdrawals you may make from your account each month. Restrictions described in this Agreement and in other disclosures and agreements you received at the time your account or account service was opened or when additional products or services were accessed will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

**Transaction Limitations for Savings and Money Market Accounts:** During any month, you may not make more than 6 "convenience" withdrawals from, or transfers to another of your accounts at the Credit Union or to a third party from, your savings account or your money market account. A convenience withdrawal or transfer includes (but is not limited to) a withdrawal or transfer: (a) via Online Banking; (b) via telephone (unless the withdrawal is a check mailed to you) or by facsimile; (c) that is preauthorized, automatic, recurring or scheduled (including ACH and EFT transactions); and (d) by check, draft, debit card, or similar order payable to third parties. If you exceed these limitations, we may: (a) impose a fee as set forth in the Fee Schedule; (b) reverse or refuse to make the withdrawal or transfer; and (c) close your account.

**Additional Charges for Transactions in a Foreign Currency and "Cross-Border" Transactions:** If you make or authorize a transaction with your ATM or debit card in a currency other than U.S. Dollars, Visa will convert the charge into a U.S. dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. The rate that Visa selects may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. Visa charges us an "international service assessment" whether or not there was a currency conversion. We pass this international service assessment on to you. An international transaction is a transaction where the country of the merchant is outside the United States.

**Notice of ATM Fees Charged by Others:** If you use an ATM that we do not own, the owner of that ATM, or the network that processes your transaction, or both, may charge you a fee. Any such fee, which is generally called a "surcharge," is not a fee that we charge you; however, we are authorized to pay any such surcharge from your account. Any such surcharge is in addition to any fees that we may charge you, as disclosed in the Fee Schedule.

**Access and Security:** You are solely responsible for maintaining the security of each of your Access Devices and their use by you and your Authorized Representatives and Authorized Users. You must establish and maintain procedures to ensure the confidentiality of any Access Device. You will be liable for the acts of your Authorized Representatives and Authorized Users related to your Access Devices, including any applications and other service requests. You agree that losses from the unauthorized use of an Access Device, directly or indirectly, will be your sole responsibility and that we are not liable for any such losses under any circumstances. To the extent that you provide Authorized Use or another person with the means to perform transactions related to your accounts using your Access Device, any resulting transactions will be treated as if they were performed and authorized by you. We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of an Access Device by your Authorized Representatives and Authorized Users. You agree that the procedures and instructions given to you by us are commercially reasonable and you agree to be bound by and to comply with those procedures and instructions.

**Disclosure of Account Information to Third Parties:** We will disclose information to third parties about your Account or the transaction you engage in: (a) when it is necessary to complete an electronic transaction; (b) in order to verify the existence of your Account for a third party, such as a credit bureau or merchant; (c) in order to comply with a government agency or court order, or any legal process; or (d) if you give us your permission.

**Liability for Failure to Make a Transaction:** We shall have no liability to you other than those imposed upon us by law for our own lack of good faith or failure to act in accordance with the reasonable commercial standards of the banking business. Reasonable care in the handling of items of deposit shall be measured by the standard of the reasonableness of the banking procedures established for the transaction involved. A mere inadvertence or an honest mistake of judgment will not constitute a failure to perform such obligations or a failure to exercise reasonable care, and in no case will be deemed Wrongful. We shall not be liable for consequential, indirect, or special damages even if we have been advised of the possibility of them. However, there are some situations in which we will not be liable to you, including the following: (a) you do not have enough money in your account to make the transaction through no fault of ours; (b) the transaction exceeds the amount in your account

and the available portion of the credit limit of your overdraft protection plan; (c) there is insufficient cash in the ATM at which you attempted the transaction; (d) you had reason to know that the ATM terminal or other system was not working properly when you started the transaction; (e) you misuse the ATM or terminal; (f) the merchant refuses to accept your card; (g) the ATM rejects your card; (h) your card or account has been cancelled or (i) despite our reasonable precautions, the transaction was prevented by circumstances beyond our control (e.g., fire, flood or electrical failure).

**Other Limitations of Liability:** We will make all reasonable efforts to ensure the availability of electronic funds transfers. However, there may be certain times when electronic funds transfers are unavailable because of maintenance (scheduled or unscheduled) or as a result of unforeseen events such as earthquakes, fires, floods, etc. We will not in any way be liable for the unavailability or any consequential damages that may result. We make no representation that any content or use of electronic funds transfers is available for use in locations outside of the United States. Accessing and using electronic funds transfers from locations outside of the United States are at your own risk. We will not be liable to you for any losses caused by your failure to use electronic funds transfers properly. We have no responsibility or liability whatsoever as to your Access Device, hardware, software, Internet service, or any use thereof.

**Additional Risk Associated with Business Use:** You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Access Device. This means your liability for the unauthorized use of your Access Device could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with business use.

You agree to instruct each Authorized Representative and Authorized User to notify you immediately if an Access Device or Access Code is lost, stolen, or subject to any unauthorized use. You agree to notify the Credit Union immediately if you or any Authorized Representative or Authorized User knows or suspects that an Access Device is lost, stolen or otherwise subject to unauthorized use. We may require information in writing concerning the apparent or potential unauthorized transaction.

If you or an Authorized Representative or Authorized User notifies us of a lost or stolen Access Device or Access Code or any known or suspected unauthorized transactions, we will respond in a commercially reasonable manner and time to reduce the risk of any unauthorized use. If you fail to notify us as required in this Agreement, you shall be liable for all Unauthorized Use. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, YOU AGREE THAT, WITH RESPECT TO ANY SINGLE UNAUTHORIZED TRANSACTION, WE WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR ACCESS DEVICE OR ACCESS CODE THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. The use of an Access Device or Access Code at any time by an Authorized Representative or Authorized User, or by another person with your knowledge, even if the Authorized Representative or Authorized User is no longer employed or associated with you, shall not constitute Unauthorized Use, subject to expressly applicable laws. Notwithstanding the foregoing, the Credit Union may extend the benefits provided by the Visa Zero Liability program in effect at the time of the Unauthorized Use, subject to conditions and exclusions of said program.

**In Case of Errors or Questions about Transactions:** If you believe there is an error concerning, or if you have questions about, your electronic funds transfers, contact us as soon as possible. Tell us AT ONCE if you believe an Access Device has

been lost or stolen or if you believe that an electronic funds transfer has been made without your permission including information from your check. You may telephone us at 800.256.5626 or 918.610.0200, or you may write to us at P.O. Box 267, Tulsa, Oklahoma 74101-0267. Telephoning us immediately is the best way to minimize your possible losses. You could lose all the money in your account (plus your maximum overdraft limit). If you believe your ATM or debit card has been lost or stolen and it is after our business hours call 800.791.2525.

**Special Notice to Visa Debit Cardholders:** If there is an unauthorized use of your Visa debit card, or there is an unauthorized Internet transaction from your account that takes place on the Visa network, your liability may be zero (\$0.00). This provision limiting your liability does not apply to non- U.S. ATM transactions, certain commercial transactions, or transactions using your PIN that are not processed by Visa. Additionally, your liability with respect to unauthorized transactions may be greater than this zero (\$0.00) liability limit, to the extent allowed under Visa rules or Applicable Law. The zero liability may exclude a transaction made by a person authorized to transact business on the account and a transaction made by a cardholder that exceeds the authority given by the account owner. The Visa zero (\$0.00) liability limit is subject to certain conditions. If we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or card this zero (\$0.00) liability limit will not apply. In any case, to minimize your potential liability you should notify us immediately of any unauthorized use but no later than 60 days after your statement was sent or made available to you on which the unauthorized transaction is first reported.

**Indemnification:** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from: (a) a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with electronic funds transfers; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of electronic funds transfers.

**Termination of Services:** You agree that we may terminate this Agreement, your use of electronic funds transfers, Access Device or Access Code for any reason or no reason at any time or if: (a) you or any Authorized Representative or Authorized User breaches this or any other agreement with us; (b) we receive a request to change or remove an Authorized Representative or Authorized User; (c) we have reason to believe there has been an unauthorized use, loss or theft of your Account, Access Device or Access Code; or (d) as otherwise stated in your Membership and Account Agreement. You, an Authorized Representative or an Authorized User may terminate this Agreement, Access Device, or Access Code, as applicable, by notifying us by telephone or in writing. If you notify us by telephone, we may require that you confirm your request in writing. The termination of this Agreement will not affect your or our rights and responsibilities under this Agreement for transactions that were initiated before termination.

**Alterations, Amendments and Updates:** We may alter or amend the terms of this Agreement and any associated fees from time to time, and we will notify you of the change if applicable. Any use of electronic funds transfers after we send you a notice of change will constitute your agreement to such change. Further, we may revise or update any system or program from time to time in our sole discretion, and any such revision or update may render all such prior versions obsolete.

As a result, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and related material as well as to permit access to the most recent version only.

From time to time, we may add, modify or cancel any feature or service without notice, except as may be required by applicable law. Any new feature or service will be governed by this Agreement and by any agreement provided to you at the time the new feature or service is added or at the time of enrollment for the feature or service, if applicable.

**Enforcement:** This Agreement or any claim or dispute arising under this Agreement will be construed in accordance with and governed by the laws of the State of Oklahoma, together with specifically applicable federal laws governing this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions will remain in full force and effect.

**Waiver:** We have the right to waive the enforcement of any term or condition of this Agreement. We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. No such waiver will modify the terms and conditions of this Agreement.

**Assignment:** You may not assign this Agreement to any other party. We may assign this Agreement or assign or delegate certain of our rights and responsibilities to any affiliated company, independent contractor or other third-party service providers.