# **PayExpress**

### **Your Guide**

AF001

#### **Important Notice**

- Follow the instructions on the yellow sticker attached to the card. You must call the number indicated on the sticker to activate your card.
- Call toll free 1.800.299.7047 to set up Online Banking access.
- Call toll free 1.800.299.7047 to acces telephone banking any time.
- Your card works as a debit card or as an ATM card. You can press the "credit" key and simply sign the reciept, or you can press the "debit" key and enter your PIN number.
- Carefully read the information in this brochures. It includes information on fees you may be charged.

Customer Service Hours
Monday-Friday, 8:00 am until 7:00 pm
Saturday, 8:00 am until 1:00 pm Central Time
First Fidelity Bank • PO Box 23382 • Oklahoma City, OK 73123

## AFA Pay Express Card Truth In Savings Disclosure

#### **ELIGIBILITY REQUIREMENTS**

AFA Pay Express Card accounts allow ACH deposits initiated by AFA only.

#### MINIMUM BALANCE REQUIREMENTS

No minimum balance requirements apply to this account.

#### **DORMANT/INACTIVE ACCOUNT INFORMATION**

An Inactive Account fee of \$5.00 per month will be charged after 90 consecutive days of inactivity.

#### **FEES AND CHARGES**

The following fees and charges may be assessed against your account. Up to 5 Free ATM withdrawals per month. A \$3 fee will apply to each subsequent ATM withdrawal. Additional surcharge fees may apply at any ATM not owned by FFB.

#### Foreign Currency Conversion:

3.5% USD value of a non-USD transaction.

| Cashier's Check to Close Account             | \$10.00 |
|--|---------|
| Negative Balance Fee; charged per occurrence | \$15.00 |
| Expedited Card Delivery                      | \$25.00 |
| Insufficient Funds Denial / each             | \$1.00  |
| ATM Balance Inquiry / each                   | \$1.00  |
| Card Replacement / each                      | \$10.00 |
| PIN # Replacement / each                     | \$5.00  |
| Monthly Paper Statement                      | \$1.00  |

#### TRANSACTION LIMITATIONS

AFA Pay Express Card transactions are available at ATMs and Point of Sale (POS) (merchant) only.

\$500 Daily Limit for ATM Withdrawals.

\$1,000 Daily Purchase Limit from Point of Sale (POS).

#### ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT

AFA Pay Express Card services are available through FFB Customer Service, Direct Line 24, or FFB Online Banking only. Checks to access funds in the account will be rejected.

#### PRIVACY DISCLOSURE

Protecting your privacy is important to First Fidelity Bank and our employees. We want you to understand what information we collect and how we use it. In order to provide our clients with a broad range of financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all First Fidelity Bank employees for collection, use, retention, and security of nonpublic personal information. "Nonpublic personal information" is personally identifiable information about you that we obtain in connection with providing a financial product or service to you.

#### INFORMATION WE COLLECT ABOUT YOU

We collect nonpublic information about you from the following sources:

Information we receive from you on applications or other forms, Information about your transactions with us, our affiliates, or others,

Information we receive from a consumer-report agency.

#### NO DISCLUSIRES OUTSIDE OF EXCEPTIONS

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

#### CONFIDENTIALITY AND SECURITY

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

If you decide to close your account(s) or become an inactive client, we will continue to adhere to the privacy policies and practices in this notice.

#### ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

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

The Electronic Fund Transfer Act and Regulation E require Banks to provide certain information to clients regarding electronic funds 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 bills. This disclosure also applies to the use of your First Fidelity Check Card at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of electronic fund transfer (EFT) services through accounts held by the Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

#### **ELECTRONIC FUND TRANSFER SERVICES PROVIDED**

#### SERVICES PROVIDED THROUGH USE OF FIRST FIDELITY CHECK CARD.

If you have received an electronic fund transfer card ("First Fidelity Bank Check Card") from us, you may use it for the type(s) of services noted below, and the following provisions are applicable:

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the First Fidelity Check Card remains our property and may be revoked or cancelled at any time without giving you prior notice. You agree not to use your First Fidelity Check 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. You agree not to use your First Fidelity Check Card for a transaction that would exceed your account balance plus the available credit on any credit line attached to your account. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge and credit the transaction to another account, and you do agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your First Fidelity Check Card require use of your PIN, which is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify the Bank immediately if your First Fidelity Check 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 First Fidelity Check Card or to write your PIN on the First Fidelity Check Card or on any other item kept with your First Fidelity Check Card. We have the right to refuse a transaction on your account when your First Fidelity Check 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 First Fidelity Check Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised.

#### **ATM SERVICES**

The following services are available through use of your First Fidelity Check Card

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).

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. For example, you may not be able to make deposits or transfer funds at ATMs located out of state.

Besides being able to use your First Fidelity Check Card at our ATM terminals, you may access your accounts through the following networks: TransFund and CIRRUS networks.

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

You may use your First Fidelity Check Card to purchase goods and services from merchants that have arranged to accept your First Fidelity Check Card 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 First Fidelity Check Card, 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 designated account for First Fidelity Check Card transactions is your checking account.

In addition, your First Fidelity Check Card may be used at any merchant that accepts Visa debit cards for the purchase of goods and services. Your card may also be used to obtain cash from your designated account and participating financial institution.

Each time you use your First Fidelity Check Card; the amount of the transaction will be debited from your designated account. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for the First Fidelity Check Card transaction. We may, but do not have to, allow transactions, which exceed your available account balance or available overdraft protection. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each transaction, which causes your available account balance or available overdraft protection to be exceeded.

CURRENCY CONVERSION. When you use your First Fidelity Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

IMPORTANT ADDITIONAL FEE NOTICE. Visa charges an International Service Assessment Fee of 3.5% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 3.5% of the dollar amount on all cross-border transactions processed through Visa when the country of the merchant or machine is different than your country, as cardholder.

#### **SERVICES PROVIDED THROUGH USE OF DIRECT LINE 24**

- You may perform the following functions through use of Direct Line 24.
- You may initiate transfers of funds between your checking and savings accounts.
- You may make balance inquiries on your checking account(s), savings account(s), certificate
  of deposit, consumer loan, and commercial loan. You may change your PIN via the
  telephone.

#### PREAUTHORIZED TRANSFER SERVICES

You may arrange for the preauthorized automatic deposit of funds to your checking account(s), and savings account(s).

#### SERVICES PROVIDED THROUGH USE OF FFB ONLINE

This bank offers its clients an Internet Banking (Home Banking) service. This service permits you to perform the following transactions using your home computer:

- View FFB account history;
- Check the balance of your FFB accounts;
- · Order checks:
- Transfer funds between your FFB accounts;
- Make stop payment requests:
- Change your contact information;
- Reconcile your FFB accounts (using a download);
- Pay bills from your FFB accounts with the Bill Payment Service.

#### **LIMITATIONS ON TRANSACTIONS**

TRANSACTION LIMITATIONS - FIRST FIDELITY CHECK CARD

CASH WITHDRAWAL LIMITATIONS – You may withdraw up to \$500.00 through use of ATMs in any day.

POINT OF SALE LIMITATIONS – You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

#### OTHER LIMITATIONS

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise. We reserve the right to impose limitations for security purposes at any time.

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS. Federal regulations limit the number of telephone transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transfers from each money market and/or savings type account(s) you have each statement period for purposes of making payment to a third party or by use of a telephone. No more than three of the six transfers may be made by check, draft, debit card, or similar order.

#### **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.

#### RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS

TRANSACTION RECEIPTS. Upon completing a transaction at an ATM you will receive a printed receipt documenting the transaction (unless you have chosen not to get a paper receipt or the transaction is less than \$15.00). 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 First Fidelity Check 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 may call us at (405) 416-2223 to find out whether or not the deposit has been made.

#### 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: 1.800.299.7047 or write to: First Fidelity Bank, Attn: Customer Service, PO Box 32282, Oklahoma City, OK 73123. 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.

#### **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.

#### YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT

If you believe your First Fidelity Check Card or PIN or Internet banking access code has been lost or stolen, call us at: 1-800-791-2525 (24 hours a day) or write to: First Fidelity Bank, Attn: Customer Service, PO Box 32282, Oklahoma City, OK 73123. 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 First Fidelity Check Card or PIN or Internet banking access code has been lost or stolen or if you believe 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. If you tell us within two (2) business days after you learn of the loss or

theft of your First Fidelity Check Card or PIN, you can lose no more than fifty (\$50) if someone used your First Fidelity Check Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your First Fidelity Check Card or PIN and we can prove we could have stopped someone from using your First Fidelity Check Card or PIN 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 (5) days after the statement was mailed to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus 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 period.

### CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING FIRST FIDELITY CHECK CARD

The limitations on your liability for unauthorized transactions described above generally apply to all electronic funds transfers. However, different limitations apply to certain transactions involving your First Fidelity Check Card with the Visa logo. These limits apply to unauthorized transactions processed on the Visa Network.

If you notify us about an unauthorized transaction involving your First Fidelity Check Card, and the unauthorized transaction took place on the Visa Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your First Fidelity Check Card. The zero liability provisions do not apply to PIN-based transactions not processed by the Visa Network, including ATM transactions.

Your liability for unauthorized transactions with your First Fidelity Check Card that involve PIN-based transaction not processed by the Visa Network, including ATM transaction, as described under "Consumer Liability" above.

ILLEGAL USE OF FIRST FIDELITY CHECK CARD. You agree not to use your First Fidelity Check Card for any illegal transaction, including Internet gambling and similar activities.

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS

In case of error or questions about your electronic fund transfers, call us at: 1.800.299.7047, or write us at: First Fidelity Bank, Attn: Customer Service, PO Box 32282, Oklahoma City, OK 73123. Or use the current information on your most recent account statement. 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 the Bank no later than 60 days after it 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(s) you are unsure about along with an explanation as to; (1) why you believe it is an error or why you need more information (2) the dollar amount of the suspected error. If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred with ten (10) business days (twenty (20) business 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. Visa's cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa Check Card use within five (5) business days of notification of the loss.

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
- -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 First Fidelity Check 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

PER TRANSACTION CHARGE. We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or point of sale purchase you make. Please see the applicable schedule of fees to determine the applicable amount.

PERIODIC CHARGE. We may charge you a fixed monthly or annual charge for the additional services available to you through your First Fidelity Check Card or otherwise. See the applicable schedule of fees to determine the amount of the charges.

SCHEDULE OF FEES. The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from the Bank upon request.

#### DISCLOSURE OF ACCOUNT INFORMATION

We will disclose information to third parties about your account or electronic funds 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. With your consent.

#### **DEFINITION OF BUSINESS DAY**

Business days are Monday through Friday excluding holidays.

#### AMENDING OR TERMINATING THE AGREEMENT

We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it will cause you an increase in costs or liability or if it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

#### **NOTICE OF ATM SAFETY PRECAUTIONS**

SAFETY PRECUATIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

-Have your First Fidelity Check Card ready to use when you reach the ATM. Have all of your forms ready before

you get to the machine. Keep some extra forms at home for this purpose.

-If you are new to ATM usage, use machines close to or inside a financial institution until you become

comfortable and can conduct your usage quickly.

-If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as

you conduct your transaction.

-Do not use ATMs at night unless the area and machine are well lighted. If the lights are out, go to a different

location.

-If someone else is using the machine you want to use, stand back or stay in your car until the machine is free.

Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.

-When using the machine, stand so you block anyone else's view from behind.

-If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately.

If going to your car, lock your doors.

-Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and

reconcile it to your receipt then.

-Keep your receipts and verify transaction on your account statement. Report errors immediately. Do not leave

receipts at an ATM location.

#### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and the Bank.

You agree not to reveal your PIN to any person not authorized by you to access your account. First Fidelity allows electronic check transfers to post to your checking account.

#### **FUNDS AVAILABILITY POLICY DISCLOSURE**

#### PURPOSE OF THIS DISCLOSURE

The information here describes our policy of holding deposited items in a transaction account before funds are made available to you for withdrawal. This is our Funds Availability Policy. In summary our policy is to make your funds available on the first Business Day after the day of deposit. Please refer to the section DETERMINGING THE AVAILABILITY OF YOUR DEPOSIT for the complete policy.

For purposes of this disclosure, the terms "you"/"your" refer to the client and the terms "our"/"we"/"us" refer to the Bank.

Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

#### **DETERMINING THE AVAILABILITY OF YOUR DEPOSIT**

The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that the next Business Day we are open.

#### **AVAILABILITY SCHEDULE**

Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay checks that you have written.

#### HOLDS ON OTHER FUNDS FOR CHECK CASHING

If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it and we decided to delay availability on the deposit.

#### HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited and we decide to delay availability on the deposit.

#### LONGER DELAYS MAY APPLY

In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the fifth Business Day after the day of your deposit. The first \$100.00 of your deposits, however, will be available on the first Business Day.

If we are not going to make all of the funds from your deposit available to your according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances: (a) if we believe a check you deposit will not be paid; (b) if you deposit checks totaling more than \$5,000 on any one day; (c) if you redeposit a check that has been returned unpaid; (d) if you have overdrawn your account repeatedly in the last six months; (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your availability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the next Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

#### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new client, the following special rules may apply during the first 30 days your account is opened.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of the day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the day of Deposit.

Funds from all other check deposits will be available on the ninth Business Day after the day of your deposit.

#### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at ATMs that we do not own or operate will not be available until the second Business Day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

All ATMs that we own or operate are identified as our machines.

#### **DEPOSIT ACCOUNT AGREEMENT**

**General Agreement.** The terms "you" and "your" refer to the depositor, whether joint or individual, and the terms "we", "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal. You understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, which includes the Truth In Savings Account Disclosure and the Privacy Policy, and where applicable, the Funds Availability Policy and the Electronic Fund Transfer Agreement ("Disclosure"), which are incorporated herein by reference. You understand that your account is also governed by applicable law.

**General Rules.** The following rules apply to all types of accounts:

- 1. **Deposits**. Deposits may be made in person or by mail. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned and all costs and expenses related to the collection of some or all of the amount from you. Funds deposited to your account are available in accordance with the Disclosures.
- 2. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All terms are

credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 21), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

- 3. **Set-offs**. We may set-off funds in your account and any other account held by you, jointly or individually, to pay any debt you may owe us. If the account(s) is/are held jointly, we may offset funds for the debt of any one of the joint owners.
- 4. **Expenses**. You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your account without prior notice.
- 5. **Dormant Accounts.** You understand that if your account is dormant you will be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.
- 6. **Joint Accounts, Trust Accounts and Custodial Accounts**. You acknowledge that if your account is set up as a joint account, trust account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.
- 7. **Joint Account**. If this is a joint account, all deposits are the property of the persons indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person regardless of whether he/she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.
- 8. **Joint Account With/Without Right of Survivorship.** If this is a joint account with right of survivorship, on the death of one of the account holders, that person's interest in the account immediately vests in the joint account without right of survivorship and we receive written notice

of the death of a joint account holder, we may freeze the account until we receive satisfactory evidence as to the disposition of the account.

- 9. In Trust For or Payable on Death Account. An In Trust For or Payable on Death account permits the trustee(s)/owner(s) ("owner(s)") to transfer the account to named beneficiaries upon the death of the owner(s), and the named beneficiaries may be changed at any time in the written form and manner acceptable to us. The owner(s) reserves the right to withdraw all or part of the account funds at any time. Beneficiaries are only entitled to account funds after all of the outstanding checks and debits of the owner(s) have been paid. When an In Trust For account, a withdrawal constitutes a revocation of the trust agreement as to the amount withdrawn. A beneficiary acquires withdrawal rights by surviving the owner(s). If all named beneficiaries predecease the owner(s), the title to the account funds shall vest in the owner(s). If two or more beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without right of survivorship. When a Payable on Death account and only one (primary) beneficiary is named, the owner(s) may name contingent beneficiaries. If any named primary beneficiary is not living, the share of the beneficiary shall instead be held for or paid to the estate of the deceased beneficiary unless contingent beneficiaries have been designated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without right of survivorship. Named beneficiaries are assumed to be primary unless indicated as contingent. Distribution of account funds shall be consistent with the provisions of Section 901 of Title 6 of the Oklahoma Statutes. Changing of account terms at your death - If an interest bearing account and not claimed by your beneficiary(ies) within 60 days after the death of the last surviving account owner, or after we have notice of the death of the last surviving account owner, then we may change to a non-interest bearing account.
- 10. **Custodial Account.** Any custodial account maintained is subject to the Uniform Transfers to Minors Act or other similar applicable law as adopted by the state in which the account is opened. The account must be opened in the name of a custodian. There may be only one custodian and one minor as beneficiary for each account.
- 11. **Minor's Account.** If a minor is the sole and absolute owner of the account, we may pay checks and withdrawals and otherwise act with respect to the account on the order of the minor. A payment or delivery of rights to a minor who holds an account evidenced by a receipt or a quittance signed by the minor discharges us to the extent of the payment made or rights delivered. A parent or legal guardian of the minor may deny the minor's authority to control, transfer, draft on, or make withdrawals from the minor's account by notifying us in writing. Upon our receipt of such notice, the minor may not control, transfer, draft on, or make withdrawals from the account during minority except with the joiner of a parent or legal guardian of the minor.
- 12. Power of Attorney. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.
- 13. **Fees, Service Charges and Balance Requirements**. You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.
- 14. **Non-Sufficient Funds.** If your account lacks sufficient available funds to pay a check, preauthorized transfer, or other debt activity presented for payment, we may return such item for

non-sufficient funds and will charge you a fee as provided in the Disclosures, subject to our Overdraft Policy, if any. We may process checks and any other debit activity in any order, including our highest dollar amount to lowest dollar amount.

- 15. **Amendments and Alterations**. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.
- 16. **Notices.** You are responsible for notifying us of any address or name changes, the death of an account holder, or other information affecting your account. Notices must be in writing, signed by the account owner(s), with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us in writing.
- 17. **Closing Account.** We may close the account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.
- 18. **Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.
- 19. **Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.
- 20. **ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire Funds Service. When you originate a funds transfer for which Fedwire Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules of any local ACH, and the Rules of any other System through which the entry is made. Provisional Payment. Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. Under the operating rules of NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more ACHs and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where this account is opened as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your account.

- 21. **Payment of Interest.** If this is an interest bearing account, the interest is calculated and paid in accordance with the Disclosures.
- 22. Stop Payments. If you request us to stop payment on a check you have written or on a reauthorized transfer, you will give permission either orally, in writing, or via the FFB Online banking system. You agree that electronic communications and transactions will have the same effect as written documents requiring your signature. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments are effective for 6 months. The stop payment request of a recurring preauthorized transfer will suspend all further payment to the stated payee under this stated payment schedule until you notify us to resume. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account, regardless of who signed the check or authorized the transfer. A release of the stop payment may be made only by the person who initiated the stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires we open a new account for you to ensure your security.
- 23. **Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located  $1 \frac{1}{2}$  inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.
- 24. **Substitute Checks**. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like

the original check. Some or all of the checks that you receive back from us may be substitute check(s).

- 25. **Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.
- 26. **Check Safekeeping.** If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the cancelled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check is subject to a fee. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.
- 27. **Statements.** If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposed of receiving the statement and items. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.
- 28. **Facsimile Signatures.** You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen in our files and contain the required number of signatures for this purpose.
- 29. **Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction, in writing, signed by an officer of the financial institution. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."
- 30. **No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

#### CHECKING AND NOW ACCOUNTS

In addition to the General Rules, your Checking Account and Negotiable Order of Withdrawal (NOW) Account will be subject to the following rules:

- 1. Withdrawals. Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.
- 2. Withdrawal Notice Requirements. If your account is a NOW or interest bearing checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

#### MONEY MARKET ACCOUNTS

In addition to the General Rules, your Money Market Account will be subject to the following rules:

- 1. **Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from you account. Withdrawals may be subject to a service charge.
- 2. Access Limitations. You understand that we will not allow more preauthorized transfers than the maximum number specified in the Disclosures. The Disclosures will also specify the maximum number of checks that may be written on your account per month. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks or convert the account to a checking or other transaction account if these restriction are violated.

#### **SAVINGS ACCOUNTS**

In additional to the General Rules, your Savings Account will be subject to the following rules:

- 1. **Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.
- 2. **Passbooks.** If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.
- 3. Access Limitations. You understand that we will not allow more preauthorized transfers than the maximum number specified in the Disclosures. A preauthorized transfer is a transfer of funds from this account to make payments to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away your ability to transfer funds or convert the account to a checking or other transaction account if these restrictions are violated.

#### **CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS**

In addition to the general rules, your Certificate of Deposit/Time Deposit ("Certificate") Account will be subject to the following rules:

- 1. **Terms.** The terms of deposit, interest rate(s) and Annual Percentage Yield ("APY") of your Certificate are specified on your Certificate and in the Disclosures provided to you at the time of opening the Certificate.
- 2. **Payment on Maturity.** Your Certificate is payable on the maturity date noted on the Certificate and in your Disclosures. If this is a joint account, payment is subject to the terms discussed in the Joint Account provisions of this Agreement.
- 3. **Interest.** The Certificate bears interest at the rate and basis as set forth on the Certificate and in the Disclosures. Interest will not be compounded unless noted on the Certificate and in the Disclosures; and will be paid according to the payment frequency set forth, and in the manner indicated, on the Certificate and in your Disclosures. Withdrawal of interest prior to maturity will affect the APY. For any renewal of a Certificate, interest will be paid at the rate then in effect at this financial institution for similar accounts, and any such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Except for any grace period interest discussed in paragraph 7 or any post-maturity interest discussed in paragraph 8 below, no interest will be paid on a Certificate after the maturity date of its term.
- 4. **Transferability.** No right in, or title to, the Certificate is transferable, except on the books of this financial institution.
- 5. **Withdrawal Prior to Maturity.** You have contracted to keep the funds evidenced by the Certificate on deposit from the issue date until the maturity date of the Certificate's terms. Acceptance of a request by you for withdrawal of some or all of the funds prior to the maturity date is our discretion, or as referenced in the Withdrawals and Additional Deposits during Term Provision of the Agreement.
- 6. **Early Withdrawal Penalty.** If we allow a withdrawal, either partial or in whole, prior to the maturity date, each time we allow such a withdrawal, you will be assessed an early withdrawal penalty as set forth on the Certificate and in the Disclosures. In no event shall such penalty be less than seven (7) days simple interest on the amount withdrawn and the penalty may invade the Certificate's principal.
- 7. **Automatic Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. If the deposit is withdrawn during the grace period as set forth on the Certificate and in the Disclosures, we will not charge an early withdrawal penalty. If interest is paid on the Certificate until withdrawal during the grace period, it shall be that interest described on the Certificate under Grace Period Interest.
- 8. **Single Maturity.** Singe Maturity Certificates are not automatically renewable and mature on the stated maturity date on the term as set forth on the Certificate and in the Disclosures. No interest will be paid on the Certificate after the maturity date unless described on the Certificate under Post-Maturity Interest.
- 9. **Withdrawals and Additional Deposits during Term.** No withdrawals or additional deposits will be allowed during the term of the Certificate unless allowed by the product, as disclosed by your Certificate and in the Disclosures.

- 10. **Callable Time Deposit.** If your Certificate has a "call" feature, we may redeem the Certificate prior to the stated maturity date as disclosed by your Certificate and the Disclosures.
- 11. **Bump Up Time Deposit.** If your Certificate has a "bump up" feature, you may bump up the interest rate on your Certificate prior to the stated maturity date, as disclosed by your Certificate and the Disclosures.
- 12. **Step Rate Time Deposit.** If your Certificate has a "step rate" feature, there are two or more interest rates that will take effect for the specified time periods as disclosed by your Certificate and the Disclosures.
- 13. **Tiered Balance Time Deposit.** If your Certificate has a "tiered balance" feature, there is an identified interest rate and APY, or range of APYs, applicable to specified portions of the Certificate's balance, as disclosed by your Certificate and the Disclosures.