

PERSONAL ONLINE INTERNET BANKING TERMS AND CONDITIONS AGREEMENT

INTRODUCTION

This Personal Online Banking Agreement and Disclosure governs your use of Online Banking. Throughout this website, the Agreement and Disclosure will be referred to as "Agreement." By using Online Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records. Online Banking consists of a series of components that make up a complete online website that provides a full array of financial services to our customers. By agreeing to these terms, you certify (1) that you have read and agreed to all terms, authorizations, and disclosures received at the time the account was opened and any subsequent disclosures since that date, and (2) that you are an owner/signer on all accounts that you are accessing through Online Banking.

FEES: There is no charge for Basic Personal Online Banking.

DEFINITIONS: You or Your- The person(s) subscribing to or using Online Banking. We, Us, or Our- Refers to *InterBank* and any agent, independent contractor, designee, or assignee *InterBank* may involve in the providing of Online Banking. Business Day - Any calendar day other than Saturday, Sunday, or any holidays as established by The Federal Reserve Bank. Services - Online Banking.

VIRUS PROTECTION: *InterBank* is not responsible for any electronic viruses that you may encounter. We encourage each customer to routinely scan their computer system using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy applications, files and even your hard drive. Additionally, you may unintentionally transmit the virus to other computers.

LOG-ON AND SECURITY: The safety of our customers' accounts and account information is of paramount importance to *InterBank*. We go to great lengths to protect confidentiality in order to ensure the security of your accounts. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services with your Access ID, up to the limits allowed by applicable law. While *InterBank* continues to provide our customers with the level of online security, we believe necessary and appropriate, customers who share their Access ID s and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled.

Because your Password is used to access your account, you should treat it as you would any other sensitive personal data. You should carefully select a Password that is hard to guess. (We suggest that you stay away from names, dates, and any other information that may easily be guessed). Keep your Password safe. Memorize your Password and keep it confidential. Change your Password frequently. This can be changed during any Online Banking session. No *InterBank* representative will ever call and ask for your Password.

If your online banking credentials have been compromised, call *InterBank* immediately at 405-375-7397, during business hours. Telephoning is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission. If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password to conduct unauthorized electronic funds transfers without your permission if you had told us, you could lose as much as \$500.00.

BALANCE INQUIRIES AND TRANSFERS: You may use Online Banking to check the balance of your accounts, to transfer funds among enrolled accounts, and to initiate bill payments. Services are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods. According to Federal Regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Money Market or Savings account during a given statement cycle. There are no limits to the number of transfers from your checking accounts. Shown balances of your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact us at 405-375-7397. The transfer cut off time is at 5:00 PM CST.

New Services may be introduced for Online Banking from time to time. *InterBank* will notify you of the existence of these new Services. By using these Services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

NO SIGNATURE REQUIREMENTS: When any payment or other online service generates instructions or items to be charged to your account, you agree that we may act on such instructions, debit the designated account or the account on which the item is drawn without requiring your signature on the item and without any notice to you.

ERRORS AND QUESTIONS: In cases of errors or questions concerning transactions completed with Online Banking, do one of the following as soon as possible:

- Contact your local *InterBank* location or call 405-375-7397
- Write to *InterBank* at PO Box 599, Kingfisher, OK 73750 Attn: Deposit Operations Email an inquiry to us at contactus@interbank.com

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name
- Account number
- A description of the error or the transfer in question and an explanation of why you believe it is an error
- The dollar amount of the suspected error, and
- The date on which it occurred

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If more time is needed, however, we may take up to forty-five (45) days to investigate your complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your account until the investigation is completed.

If your notice of error concerns a transaction that occurred on a new account during the first thirty (30) days after the first deposit to the account was made, the applicable time periods are twenty (20) Business Days to credit your account for the amount in error rather than ten (10) Business Days and we may take up to ninety (90) calendar days rather than forty-five (45) calendar days to investigate your complaint or question

If we determine that no error occurred, we will send you a written notice within three (3) Business Days after completing our investigation. You may request copies of the documents that were used in the investigation.

ELECTRONIC MAIL (E-MAIL): If you send *InterBank* an electronic mail message through the

Service, *InterBank* will be deemed to have received it on the following Business Day. E-mails will be answered within a reasonable timeframe.

You should not rely on electronic mail if you need to communicate with *InterBank* immediately (e.g., if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur).

ALERTS/MESSAGES: Online Banking alerts allow you to set up automated alert events based on your own. Alerts may be sent by email or in an online message box within Internet banking, or both. E-mail alerts will be sent to the e-mail address you provide when creating the alert.

- *InterBank* may add or remove types of alerts from time to time.
- If you change your e-mail address, you are responsible for changing this in the alerts you have already set up.
- You agree that alerts may be delayed or prevented for a variety of reasons.
- We do not guarantee the delivery or validity of the contents of any alert.
- You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.
- You agree that we shall not be liable for any actions taken or not taken by you or anyone else in reliance on an alert.
- *InterBank* will never include your password or full account number in an e-mail alert; however you understand that alerts may include your name and some information about your accounts.
- Unfulfilled events (events that do not happen) will only remain on the system for 999 days. You will not be notified when they are removed.
- Distributed events (events that have happened and have been viewed) will remain on the system for 30 days.

AMENDMENTS: Terms and conditions of this Agreement may be amended in whole or in part at any time. *InterBank* will notify you at least 21 days if the change would result in (i) increased fees; (ii) increased liability; (iii) fewer types of available electronic fund transfers; or (iv) stricter limitations on the frequency or dollar amount of transfers. *InterBank* will not give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. If *InterBank* makes such a change permanent and disclosure would not jeopardize the security of the account or system, we will notify you in writing or with next regularly scheduled periodic statement or within thirty (30) days of making the change permanent. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to terms and conditions may be made without prior notice if it does not result in higher fees, more restrictive service use, or increased liability to you.

TERMINATION:

You may terminate the use of Online Banking at any time by contacting *InterBank* in writing, by telephone, in person at your local branch, or by mail to the same address listed below. If the account is closed or restricted for any reason, Online Banking accessibility to that account will automatically terminate. We may terminate your use of Online Banking at any time.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

ASSIGNMENT:

You may not assign this Agreement to any other party. We may assign or delegate, in part or whole, to any third party.