



MidFirst Bank Mobile and MidFirst Mobile Deposit Agreement ("Agreement")

END USER TERMS

This service is provided to you by MidFirst Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and MidFirst Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

MIDFIRST BANK TERMS AND CONDITIONS

This Agreement contains the terms for the use of MidFirst Bank Mobile and MidFirst Mobile Deposit that MidFirst Bank or its affiliates ("MidFirst", "we", "Bank" or "us") may provide to you ("you" or "user"). Other agreements you have entered into with MidFirst, including the Account Agreement and Disclosure and the iManage Personal Banking Customer Agreement, are incorporated by reference and made a part of this Agreement.

1. **Services.** MidFirst Bank Mobile and MidFirst Mobile Deposit are the services ("Services") offered by MidFirst through this mobile software application.
 - a. MidFirst Bank Mobile for banking is a service available to every customer of MidFirst Bank with a compatible wireless, web-enabled cell phone or other type of mobile device and who are enrolled in iManage Personal Banking and have an iManage Personal Banking user ID that provides account access online. You can enroll to obtain account information and make selected transactions using your compatible mobile device. There is currently no charge for using the MidFirst Bank Mobile service. Your wireless carrier/provider for your mobile device may impose an extra fee in order to make such device "wireless web enabled".
 - b. MidFirst Mobile Deposit involves remote deposit capture services designed to allow you to make deposits to your consumer checking, savings or money market accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to MidFirst through MidFirst Mobile. There is currently no charge for using the MidFirst Mobile service. Your wireless carrier/provider may impose fees related to the transmission of check images to the Bank for deposit.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement as it may be amended by MidFirst. We will notify you of any material change via email or on our website (www.midfirst.com) by providing a link to the revised Agreement or by delivering an updated Agreement via your mobile device, however you are solely responsible for periodically checking and updating the software application associated with MidFirst Mobile. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, MidFirst reserves the right, in its sole discretion, to change, modify, add or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services. A printable copy of this Agreement is available on our website (www.midfirst.com).
3. **Service Interruptions.** The Services may be unavailable due to system maintenance, technical difficulties or for any other reason. We will attempt to post alerts on our website to notify you of these interruptions in Services. We assume no responsibility for any Service interruptions or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Services, in whole or part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. In the event that the Services are not available, you should deposit your original check at any MidFirst banking center or call MidFirst toll free at 888-MIDFIRST (888-643-3477) to learn about other deposit options that may be available.
4. **Limitations of Service.** Some of the Services have qualification requirements and MidFirst reserves the right to change the qualifications at any time without prior notice.
5. **MidFirst Mobile Deposit.** The following terms and conditions apply specifically to your usage of MidFirst Mobile Deposit.
 - a. **Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to MidFirst shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Oklahoma. You agree that you will not use MidFirst Mobile Deposit to scan and deposit any checks or other items shown below:

- i. Checks or items payable to any person or entity other than you: including a check made payable to you and one or more persons or entities not named as an account holder on your depository account.
 - ii. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
 - iii. Checks or items that are not endorsed on the back of the check as specified in this Agreement.
 - iv. Checks or items previously converted to a substitute checks, as defined in Reg CC.
 - v. Checks or items drawn on a financial institution located outside the United States.
 - vi. Checks or items that are remotely created checks, as defined in Reg CC.
 - vii. Checks or items dated more than three (3) months prior to the date of deposit.
 - viii. Checks or items that have previously been submitted through the MidFirst Mobile Deposit or through a remote deposit capture service offered at any other financial institution.
 - ix. Checks or items prohibited by MidFirst's current procedures relating to the MidFirst Mobile Deposit or which are otherwise not acceptable under the terms of your MidFirst account.
- b. **Image Quality.** The image of an item transmitted to MidFirst using MidFirst Mobile Deposit must be legible. The image quality of the items must comply with the requirements established from time to time by MidFirst, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- c. **Endorsements and Procedures.** A check must be endorsed exactly as it is made payable. Regulation CC endorsement standards restrict the endorsement of the payee to the top 1.5 inches of the check. Rubber stamp endorsements are acceptable on checks taken for deposit. You agree to follow any and all other procedures and instructions for use of MidFirst Mobile Deposit as MidFirst may establish from time to time.
- d. **Receipt of Items.** We reserve the right to reject any item transmitted through MidFirst Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from MidFirst that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
- e. We may assess fees as set forth in the Fee Schedule, such as fees for returned items or fees for items dishonored on presentation to the financial institution on which drawn.
- f. **Availability of Funds.** You agree that items transmitted using MidFirst Mobile Deposit are not subject to the funds availability requirements of Reg CC. Funds deposited using MidFirst Mobile Deposit will be available after MidFirst receives payment for the funds submitted. MidFirst may make such funds available sooner based upon such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as MidFirst, in its sole discretion, deems relevant.
- g. **Retention and Disposal of Transmitted Items.** Upon your receipt of confirmation from MidFirst that we have received the image of an item, you must retain the original of each item for fifteen (15) business days from the date of transmission. You will mark each imaged item as "electronically presented" or "scanned" after it is transmitted to MidFirst. Upon request from MidFirst, you will promptly provide the retained item or a sufficient copy of the front and back of the item to MidFirst to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for MidFirst's audit purposes.
- h. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using MidFirst Mobile Deposit and to modify such limits from time to time. The maximum amount you may deposit in any single transaction through MidFirst Mobile is three thousand dollars (\$3,000.00).



The maximum amount you may deposit on any given business day through MidFirst Mobile is five thousand dollars (\$5,000.00) with a limit of eight (8) items. The maximum amount you may deposit during any twenty (20) business day period is ten thousand dollars (\$10,000.00) .

- i. **Errors.** Pursuant to the iManage Personal Banking Customer Agreement, you agree to notify MidFirst of any suspected errors regarding items deposited through MidFirst Mobile Deposit no later than sixty (60) days after the applicable MidFirst account statement is sent. Unless you notify MidFirst within sixty (60) days, such statement regarding all deposits made through MidFirst Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against MidFirst for such alleged error.
 - j. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in MidFirst's sole discretion subject to the Account Agreement & Disclosure governing your account.
6. **Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and Software (defined below) as specified by MidFirst and Licensor (defined below). The hardware and Software requirements may change at any time at MidFirst's and Licensor's discretion. MidFirst is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software license agreement you enter into directly with the third party software provider prior to your use of the downloadable application.
7. **Entire Agreement.** This Agreement shall constitute the complete and exclusive agreement between you and us related to the Services and shall supplement the MidFirst Account Agreement and Disclosure, iManage Personal Banking Customer Agreement or any other agreement related to your account. In the event of a conflict between this Agreement, the Account Agreement and Disclosure, the iManage Personal Banking Customer Agreement or any other agreement related to your account, this Agreement shall control.
8. **User Warranties and Indemnification.** You warrant to MidFirst that:
 - a. You will only transmit eligible items.
 - b. Images will meet the quality standards.
 - c. You will not transmit duplicate items.
 - d. You are not aware of any factor which may impair the collectability of the item.
 - e. You will not deposit or represent the original item.
 - f. All information you provide to MidFirst is accurate and true.
 - g. You will comply with this Agreement and all applicable rules, laws and regulations. You agree to indemnify and hold harmless MidFirst from any loss for breach of this warranty provision.
9. **Assignment.** You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and regulations of federal savings associations and, to the extent applicable, the laws of the state in which the accounts are deemed by MidFirst to have been opened.
11. **Dispute Resolution.** Any dispute concerning this Agreement or the Services shall be resolved in accordance with your Account Agreement and Disclosure.

SECTION B

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

To be Agreed to by End User Prior to Use of the Downloadable App:



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