

Bank of Commerce

CONSUMER ONLINE BANKING AGREEMENT

This Electronic Banking Agreement (“Agreement”) establishes the rights, responsibilities, and obligations between you and Bank of Commerce (“Bank”). Read this Agreement carefully. By requesting and using any of BOC Online Banking Services (“Services”), you acknowledge that you have read, understand, and agree to comply with the terms and conditions contained in this Agreement.

1) Definitions

For the purpose of this agreement, the words “we,” “us,” “our,” and “bank” refers to BOC, “you” and “your” refers to each person who is an authorized signer on any account subject to this agreement and any other person authorized by any signer to exercise control over any account subject to this agreement. **Consumer:** For the purpose of this Agreement, a consumer is a natural person. The terms and conditions as stated in this Agreement apply to Consumer type accounts. For terms and conditions applicable to Business type accounts refer to BOC Online Business Banking Agreement.

2) Services

You may use BOC Online Banking to:

- Transfer funds between your checking and savings accounts*
- Make loan payments from your checking or savings accounts to your consumer loan
- Obtain checking, savings, and loan balances
- View account transactions
- View account history
- Review cleared checks, deposits, and withdrawals
- Pay most bills
- Download account history to Excel or the following accounting software: Quicken, QuickBooks, or Microsoft OFX.

*The number of transfers and the amounts that may be transferred from an account are limited to the terms and conditions disclosed in the applicable deposit account agreement and any related disclosures

3) BOC Online Banking

BOC Online Banking is an online electronic banking service provided by BOC for its consumer customers. To access our online banking services you must have a personal computer or mobile device with a connection to an Internet Service Provider (ISP), and appropriate Internet browser software. You may access BOC Online Banking services 7 days a week, 24-hours a day through our web site www.boconline.com.

4) Passwords

The Password that you select should be unique to you. For security purposes, your Password will not be communicated to us and should not be associated with any commonly known personal identification, such as your social security number, street address, your birthday or a family member’s birthday, your driver’s license number, or the names of relatives. You should memorize your Password rather than writing it down and never reveal it to anyone. You are responsible for keeping your Password and account information confidential.

If you have forgotten your password or have been locked out of the system, you can request for the password to be reset online by clicking on the “Forgot Password?” link and by correctly answering your previously selected “multi-factor authentication” security questions. You may also contact us directly by telephone to reset your Password. Please note that for your security, we will contact you using only the mailing address and telephone number on file, therefore, it is important that any changes in your address or telephone number be communicated to us as soon as possible.

5) Security

Your role is extremely important in the protection of your accounts and the prevention of any unauthorized use. Security and access to your accounts through BOC Online Banking is maintained by your Password, which you will create during the online registration process. It is your responsibility to take precautions and protect your Password. You agree to keep your Password confidential along with your account numbers and other account information, to change it when an unauthorized person has learned it, choose a Password that would not be easy to guess, memorize your password and not write it down, and not disclose or otherwise make it available to anyone not authorized to sign on your accounts. Other precautions that you can take to protect your accounts and prevent unauthorized use are to never leave your computer when you are logged into Internet banking and to exit Internet banking as soon as you are finished and to close the browser window.

6) Electronic Mail (E-mail)

If you sent the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail 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.

- **NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, use the Secure Contact Form within the online banking site regarding concerns of a confidential nature.

7) Linked Accounts

All accounts with the Bank that you enroll in Online Banking services will be linked by tax identification numbers of the persons authorized to access the accounts. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time any other accounts for which the person is a co-owner or authorized user.

8) Bill Payment Service

The BOC Bill Payment Service to its Internet banking customers is provided through iPay Solutions ("iPay"). iPay is a third party provider and is not an affiliate of the Bank. Questions concerning terms, conditions, responsibilities, obligations, and Bill Payment Services should be directed to:

iPay Solutions
801 N. Black Branch Rd
Elizabethtown, KY 42701

When you sign up for Bill Payment Service, your application is submitted to the Bank and to iPay for processing. iPay will request that you designate an account with us from which payments will be deducted. Fees and charges relating to bill payment will be deducted from the account, which you have designated with us as your primary account. Due to transaction limitations, we recommend that you do not designate your money market or savings account. Bill Payment Service allows you, and anyone whom you have provided with your Password, to make one-time or periodic recurring payments through the Internet.

9) Primary Account

You will designate a primary account during the application process. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the primary account or any other account for any fees and charges. If you close your primary account, you must notify us and identify a new payment account for the selected services.

10) Your Liability for Unauthorized Transactions:

IMMEDIATELY CHANGE YOUR PASSWORD and tell us **AT ONCE** if you believe your Password has been lost or stolen, become known to an unauthorized person, or if a transfer or bill payment has been made without your authorization or knowledge. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your account (see Section 14 for our Error Resolution Process and limitations. If you believe or after learning that your Password has been lost, stolen, or become known to an unauthorized person, and you tell us within two (2) business days, you can lose no more than \$50 if someone used your Password without your permission. If you do **NOT** tell 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 without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers or bill payments that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, **CHANGE YOUR PASSWORD IMMEDIATELY** and call or write us at:

Bank of Commerce
Customer Service Department
PO Box 70
Duncan, OK 73534-0070
(580)252-8070 or (800)324-8003

For purpose of notification, our business days are Monday through Friday, excluding Holidays, and our hours are 8:00 a.m. to 5:00 p.m., Central Standard Time (CST).

11) Liability

A. Our Liability: If we do not complete a transfer to or from your account on time or in the correct amount according to your instructions, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable:

1. If, through no fault of ours, you do not have a sufficient amount of money in your account to make the transfer or bill payment;
2. If your funds are subject to a legal proceeding or other encumbrance prohibits us from making a transfer or bill payment;
3. If there is a hold on your account or if access to your account is blocked that prohibits us from making a transfer or bill payment;
4. If access to your account is blocked, in accordance with banking policy;
5. If the transfer or bill payment would cause your balance to exceed any credit limit for any credit arrangement set up to cover overdrafts;
6. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken;
7. If you believe someone has accessed your account without your permission and you fail to notify the Bank immediately;
8. If we have received incomplete or inaccurate information from you or a third party involving the account, transfer or bill payment;
9. If you have not properly followed instructions on how to make a transfer included in this agreement;
10. If we have a reasonable basis to believe that unauthorized use of your account or Password has occurred or may be occurring;
11. If you default under this Agreement, a deposit account agreement, a credit agreement, or any other agreement with us;
12. If this Agreement has been terminated by you or us;
13. Other exceptions may be stated in our other account agreements with you.

Under no circumstances will we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, or access software or Internet browser. You agree that we will not be liable for any payment, transfer, or transaction from or to any account where the payment, transfer, or transaction was authorized by the appropriate Password.

B. Indemnification: You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking account.

C. Third Parties: We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will be liable for any direct, indirect, special or consequential damages resulting from your access or failure to access on Online Banking account.

D. Virus Protection: The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files and your hardware.

12) Statements

You will receive a monthly account statement from us for your checking accounts. You will receive a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case you will

receive a statement at least quarterly. You may also choose to receive your statements through Online Banking. You may register for Online Statements and receive immediate access to your statements online.

13) Business Days

For the purpose of contacting the Bank at one of the telephone numbers listed in Section 8, "Your Liability" of this Agreement, our business days are Monday through Friday, excluding bank holidays, 8:00 am to 5:00 pm, Central Standard Time. You may access your bank accounts through Services seven (7) days a week, 24 hours a day. However, at certain times, some or all Services may not be available due to system maintenance, record processing, or technical difficulties.

14) Confidentiality

We will disclose information to third parties about your account or the transfers that you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, or
- In order to comply with government agency or court orders, or
- To provide services relating to your account, or
- To offer other products and services, or
- If you give us your written permission.

For additional information, please see the most recent version of our Privacy Policy.

15) Limitations

Federal law limits the number of electronic transfers that can be made in a month from certain type of accounts. Transfers from a money market deposit account to another account or to third parties by preauthorized, automatic, telephone, or Internet transfer are limited to six (6) per statement cycle by check, draft, or similar order to third parties. Transfers from a statement savings account to another account or to third parties by preauthorized, automatic, telephone, or Internet transfer are limited to six (6) per month with no transfers by check, draft, or similar order to third parties.

All bill payments and transfers initiated through Services are subject to the existence of sufficient funds available in the affected account to cover the transfer or bill payment.

16) Error Resolution

In Case of Errors or Questions About your Electronic Transfers, Call or Write us at the telephone number or address listed in the **Your Liability** section of this Agreement, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we sent the **FIRST** statement on which the problem or error appeared. You must:

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (20 business days if the transfer involved a new account) 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 (90 days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us 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. Your account is considered a new account for the first thirty (30) days after the first deposit.

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.

17) Transactions

Any transaction entered on the Online Banking system, Monday through Friday before 7:00 p.m., Central Standard Time, will be processed on that business day. Any transaction entered on the Services system after 7:00 p.m., Central Standard Time, or on a Saturday, Sunday, or Holiday, will be processed on the next business day.

18) Stop Payments

If you have told us in advance to make regular payments out of your account, you can stop any of these payments if you call us or write us at the telephone number or address provided in the **Your Liability** section of this Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. An oral stop payment order ceases to be binding after fourteen (14) days if you fail to provide the required written notice.

If your order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable only for your actual loss. Questions concerning stopping a Bill Payment transaction should be directed to the contact information for iPay in section 8. See Section 23 for all stop payment fee information.

19) Other Agreements

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your BOC Online Bank Accounts, the Bank's rules and regulations, and applicable federal and state laws and regulations. This Agreement will be governed by and interpreted in accordance with the applicable laws and regulations of the United States and the State of Oklahoma. Your use of Services is your acknowledgement that you have received these agreements and disclosures and agree to be bound by them. You should review other disclosures received when you opened your accounts with us including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

20) Notification

You agree to accept in an electronic format any and all information, disclosures, or notifications required by banking laws or regulations to be delivered in written form. If you do not have the ability to print or download this Agreement or any disclosure, information, or notification, you should immediately request from us written notification in paper format. Call or write us at the telephone number or address provided in the **Your Liability** section of this Agreement.

21) Changes in Terms

We reserve the right to change the charges, fees, or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms we will update this Agreement, and either send a notice to you at the address shown in our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any more restrictive limits on the type, amount, or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable deposit agreement and disclosures given to you in connection with the account.

22) Termination

We reserve the right to terminate this Agreement, your access to Services, and use of Bill Payment Service, in whole or in part, at any time. We can terminate your BOC Online Banking privileges without notice to you if you do not pay any fee or charge required in this Agreement when due, or if you do not comply with this Agreement.

If you do not use Services for any 90 day period, we reserve the right to discontinue your service. Any transaction history or online bill payment information will be lost if service is discontinued. If your Internet banking service is discontinued, you must contact us to have the Service reactivated.

If you wish to terminate this Agreement and your use of Services, you must contact us in writing. Written notice of service cancellation must be supplied ten (10) days prior to the actual cancellation date and must be sent to the address provided in the **Your Liability** section of this Agreement.

23) Fees

Your primary account will be subject to the following fee for BOC Online Banking Services and Bill Payment Services:

Online Banking Services:

- | | |
|---------------------------------------|------|
| • Monthly Online Banking Service Fee: | None |
| • Service Reactivation Fee: | None |

Bill Payment Services:

- | | |
|--------------------------------|------------------|
| • Monthly Bill Pay Service Fee | None |
| • Returned Item Fee | \$30.00 |
| • Stop Payment Fee | \$25.00 per item |
| • Charitable Donation Checks | \$1.99 |

- Gift Check \$2.99
- Overnight Delivery of Checks \$14.95
- 2nd Day Delivery \$9.95
- Electronic Rush Payments \$4.95

You authorize us to deduct these fees and service charges from your primary checking account designated by this Agreement. If you do not have sufficient funds in your account on the date the fee or service charge is payable, you authorize us to automatically deduct the fee or charge from one of your other accounts with the Bank.

24) Assignment

We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

E-STATEMENT AND E-SIGN PROVISIONS

The following provisions constitute an amendment to the Terms and Conditions (the "Terms") of BOC (hereinafter referred to as "we", "our", "us", and "Bank") concerning electronic delivery of statements and notices concerning accounts, including time deposits, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you", "yours", and "Depositor"). To the extent there is any conflict between any statement made in this E-Statement Supplemental Agreement (the "Agreement") and the Terms, this Agreement shall control.

25) ELECTION AND AUTHORIZATION FOR ELECTRONIC DELIVERY

You have the right to receive in paper form statements and all disclosures related to your accounts. By acknowledging the E-Statement Enrollment Form, you affirmatively request and agree to permit the Bank to deliver statements and to make disclosures and provide notices to you in electronic form, in lieu of providing such statements, notices and disclosures in written form unless otherwise required by applicable law. Your consent and agreement shall relate to all forms of statements, disclosures and notices which we are required to give under applicable law or as a result of the various agreements between you and the Bank and shall remain valid until such time as you exercise your right to revoke this consent. You elect and authorize us, at our discretion from time to time, to electronically deliver your account statement(s), disclosures and notices that we are required to provide you under applicable Federal and State statutes and their implementing Conditions, as amended from time to time, including but not limited to:

- Truth in Savings Act
- Fair Credit Reporting Act
- Electronic Funds Transfer Act
- Privacy of Consumer Financial Information

Other Federal and State statutes may be enacted or amended in the future to provide for electronic delivery of account statements and notices. Your electronic acknowledgement of receipt of this agreement also authorizes us, at our discretion, to provide electronic delivery of such statements and notices pursuant to these statutes after they become effective. If there is more than one Depositor that is a party to the account, notice to any one Depositor will be effective for all. Refer to Paragraph 3 for a description of the technical requirements for access to and retention of electronic disclosures and/or notices.

26) SECURITY MEASURES

We will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s) and notices. Upon your election of the E-Statement service, the Bank will confirm your E-mail address and your ability to access the information by sending you a test e-mail and requiring you to reply to us within 15 calendar days prior to initiating the service.

You understand that these industry standards are dynamic and constantly developing. By acknowledging the E-statement enrollment form, you understand that there are risks to electronic delivery of account statement(s) and notices, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond our reasonable control or interception and/or alteration of such account statement(s) and notices by third parties in spite of the Bank's commercially reasonable security measures and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your account statement(s), the risks associated with electronic delivery of account statement(s) and our

security procedures, if you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with paragraph 11 below.

27) TECHNICAL REQUIREMENTS

In order to receive E-Statements, you must have a personal computer with *Adobe Acrobat Reader 5.0 or greater, and a valid e-mail account with the following capabilities.

- The ability to receive messages through the Internet
- The ability to open files with a .pdf extension

**Adobe Acrobat Reader is available for download free of charge at <http://www.adobe.com/products/acrobat/readstep2.html>*

If you choose to retain your statement in electronic format, the computer that you use to save and access the statement at a later date must have the capacity to write file sizes of up to a minimum of 10 megabytes per statement to a hard disk, CD, DVD or other high capacity media.

If you choose to retain a printed copy of your statement, the computer that you use to open your eStatement file must have an installed printer capable of printing files with images.

28) E-MAIL ADDRESS

We will send your periodic account notification to you via e-mail to the last known e-mail address provided by you. You agree to notify us promptly in person at your nearest Bank location of any change to your e-mail address(s). For your protection and for security purposes, we will not accept any change of e-mail address via telephone. If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a correct e-mail address is the lack of ordinary care on your part. If we become aware that you are not receiving your E-Statement(s) and notices, we will send your E-Statement(s) and notices to you via U.S. Mail to your last address known to us. If you have a joint account as defined in the Terms, your e-mail address may be changed using the procedure described above by any authorized party to your account.

The Bank shall have no obligation or liability to any of the parties of a joint account if the e-mail address is changed using the procedures set forth above.

29) PROMPT REVIEW OF E-Statement

Your E-Statement will be dated the day the notification is sent to you by e-mail (the "E-mail Date"). You must promptly review your E-Statement and any accompanying items and notify us in writing (within the applicable time periods specified in the Terms) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you allow someone else to review your statements, you must still review the statement for any errors, unauthorized signatures, lack of signatures, alterations, or other irregularities because you will be responsible for the wrongful acts of your employees and agents. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-mail Date regardless of when you receive and/or open the E-Statement.

30) AVAILABILITY OF PAPER RECORDS

You have the right to withdraw your consent to receive statements, disclosures, and notices electronically prior to the time they have been sent and you may have any statements, disclosures, and notices which we sent to you in electronic form later sent to you in written form. If at a later date, you wish to obtain paper copies of your past statements, disclosures, or notices, you should:

- Call (580) 252-8070 or (800) 324-8003
- Write to us at:
Bank of Commerce
Customer Service,
P.O. Box 70
Duncan, OK 73534-0070 or,
- Use our Secure Contact Form at: www.bocokonline.com.

Please see the most recent Schedule of Fees for any related fees for reprinting statements or other items.

31) DISCLAIMER OF WARRANTY

We make no warranties of any kind with respect to the software program used to access the E-statement services, and we do not warrant that the software program or that the statement services will meet your specific requirements. We make no warranties of any kind, whether expressed or implied, with respect to the use and adequacy of the software program or the E-statement services we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

32) LIABILITY & INDEMNIFICATION

Notwithstanding any provision to the contrary contained in this agreement, we shall be responsible only for performing the E-statement services as expressly provided for in this agreement. We shall be liable only for material losses which are the direct result of our own negligence or intentional misconduct in performing these E-Statement services. We shall have no liability for failure to perform any E-statement services or for any disruption or delay in performing E-Statement services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, Telecommunications systems, your internet service provider, or weather conditions. We shall have no liability for any consequential, special, or punitive damages, or indirect loss under any circumstances.

Except to the extent that we are liable under this agreement, you agree to indemnify and hold us and our directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or in any way connected with the performance of the E-statement service. You agree that this indemnification shall survive the termination of this agreement.

33) TERMINATION & AMENDMENT

To revoke this consent or to request a paper copy of any electronic disclosure or notice provided pursuant to this consent, you must contact the Bank at the phone number or address referenced above. We also have the right to terminate this Agreement immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any applicable rule or regulation which may govern your account(s), including the Terms. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. We may amend this Agreement from time to time in our discretion by giving you reasonable notice of the amendment in writing or electronically pursuant to this Agreement. Other amendments must be executed in writing by an authorized representative of the Bank and attached to our copy of the Agreement as well as noted in our account records.

34) GOVERNING LAW, JURISDICTION, & SEVERABILITY

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma and any applicable Federal laws and the Conditions. You irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of Oklahoma for any action relating to this Agreement or the services provided under it. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

By accepting, I acknowledge receipt of the "Consumer Online Banking Agreement" and understand that I will receive all future statements exclusively through Online Banking.