

ALL AMERICA BANK, OKLAHOMA CITY, OKLAHOMA
Online Banking & Website Terms and Conditions

This All America Bank, Oklahoma City, Oklahoma, Online Banking Agreement and Disclosure Statement (this "Agreement") governs the use of the Internet Banking Services described herein (collectively, the "Service"), which are offered by and through All America Bank ("Bank", "we", "us", or "our"), to each consumer or business whose application (the "Application") for the Service is approved. Each reference in this Agreement to "you" or "your" means each consumer who signs the Application (and refers to all such consumers jointly and severally). By submitting the Application, you agree to the terms of this Agreement. If you have submitted your Application as a consumer, you also agree to the terms of this Agreement applicable to "Consumer Service" and further agree that you will use the Service only for personal Accounts (as defined below) and only for personal, family or household purposes. Please read this Agreement carefully and keep a copy for your records.

1. **ACCOUNT REQUIREMENTS.** In order to subscribe to the Service, you must have at least one account with us, designated on the Application. You may also include other checking accounts and one or more savings accounts, money market deposit accounts, certificates of deposit, and loan accounts you have with us (collectively with the Checking Account, the "Accounts"). Each account may not be an account for which two signatures are required for withdrawals or loans. For Consumer Service, an authorized signer of each Account must sign the Application as a party to this Agreement.

2. **HARDWARE AND INTERNET USE.**

- a. There are certain minimum technical requirements to access your accounts. If you need further assistance, call All America Bank during normal business hours.
- b. **NO LIABILITY.** We are not responsible for any error, damage or other loss you may suffer due to the malfunction or misapplication of any software or system you use, including, without limitation, telecommunications facilities, computer hardware and modem. You are solely responsible for the set-up and maintenance of your computer and modem. Except as specifically required in this Agreement or by applicable law, you agree that we will not be liable for any damage, whether direct, indirect, special or consequential or otherwise, including economic, property, personal, or other loss or injury, whether caused by hardware or system-wide failure, whether due to a virus or other disabling routine, or otherwise, or resulting from the installation, use or maintenance of the equipment, or other items necessary to access or use the Service.
- c. **SPYWARE.** We are not responsible for any authorized or unauthorized access to your computer or any computer from which the Services are used. You are responsible for ensuring that the computer used to access the System has the proper hardware and/or software to protect it from potentially harmful activity or infection. Protection should include firewall, anti-virus and anti-spyware software which is updated regularly. It is not the responsibility of the Bank to provide, monitor, update, install, remove, or troubleshoot any software or hardware on the computer used to access the System. While we may provide information from time to time about security risks, we are not

responsible for warning you of such risks and are not responsible should your computer be subjected to such a risk. Any information possibly obtained due to spyware, virus attack or hacking of your computer is not our responsibility.

3. **USER ID, PASSWORD, CUSTOMER ID, AND PERSONAL SECURITY CODE.** The Internet Banking Service (as defined below) has a User ID and a Password. All such information is referred to herein as the “Codes”. The initial User ID and Password ID is assigned by the Bank. The User ID and Password ID may be changed, which is highly recommended, after successfully logging in to the Internet Banking Service. You will set up your own User ID and Password ID according to the instructions given to you at the time of approval from the Bank. You should keep your Codes confidential and in a secure location. Any person having access to any of your Codes will be able to access the Service and perform transactions, including reviewing Account information and making transfers to other Accounts and to third parties. We recommend, and reserve the right to require, that you change your Codes from time to time for security reasons.

4. **AVAILABILITY OF SERVICE.** The Service will be accessible 24 hours a day, seven days a week. The Service may be inaccessible for a reasonable period on a daily basis for system maintenance. We shall not be liable under this Agreement for failure to provide access. Your access to the Service shall be determined by the sole discretion of the Bank. Subject to applicable law, the Bank reserves the rights to modify, suspend, or terminate access to the Service at any time and for any reason without notice or refund of previously incurred fees.

5. **BUSINESS DAYS.** Our “Business Days” are Monday through Friday, excluding holidays.

6. **FUND TRANSFERS AND ACCOUNT INFORMATION.**

- a. **INTERNET BANKING SERVICE.** You may use the Service to: (i) transfer funds between your Accounts that are checking, savings, or money market deposits; (ii) view current balance information for your Accounts; and (iii) import or export your Account information to and from financial management software such as Microsoft Money or Quicken.
- b. **FUND TRANSFERS; AUTHORIZATION.** You may transfer funds between your Accounts that are checking, savings, or money market deposit accounts in any amount equal to or greater than \$ 1.00 AND LESS THAN \$10,000. When you request a fund transfer using the Service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient Account. The “Transaction Date” is the date that the fund transfer is actually made. If we receive your fund transfer request before 4:00 P.M. Central Time on a Business Day, that Business Day will be the Transaction Date. Otherwise, the Transaction Date will be the next Business Day. We deduct the amount of your fund transfer from the designated originating Account on the Transaction Date. We may refuse to act on your fund transfer instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Account on the Transaction Date. Funds transferred to the designated recipient Account will be deemed deposited on the Transaction Date and will be available thereafter in accordance with our funds transfer availability policy.

- c. **ACCOUNT INFORMATION.** The Account balance shown will be current as of the immediately preceding Business Day. The Account balance may include deposits still subject to verification by us and may not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payment, credits, or charges.

7. LIMITS ON TRANSFERS FROM ACCOUNTS. Federal regulations limit the number of certain types of transfers from savings and money market deposit accounts. You are limited to six pre-authorized electronic fund transfers and telephone transfers, including bill payments transactions, checks and point-of-sale transactions, per month. Of these six transactions, you are limited to no more than three transactions per month by check or point-of-sale. Each fund transfer or bill payment through the Service from your savings or money market deposit Account is counted as one of the six transfers you are permitted each month. However, payments to your loan accounts with us are not counted toward this limit for savings and money market deposit Accounts. Your ability to transfer funds from certain Accounts is also subject to the Account Agreements. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers.

8. PERIODIC STATEMENTS. All of your fund transfers and bill payments made through the Service will appear on the periodic statement for each Account, as applicable. The Payee name, payment amount, and transaction date will be reflected for each bill payment made through the Bill Payment Service. You agree that we will not furnish you any other notice of fund transfers or bill payments.

9. TERMINATION.

- a. **INTERNET BANKING SERVICE.** Your enrollment in the Service will remain in effect until terminated by you or us. You may terminate your use of the Internet Banking Service at any time by calling All America Bank at (405) 376-2265 or writing to All America Bank, Attn: Internet Banking Service, P.O. Box 300, Mustang, Oklahoma 73064. Your access to the Internet Banking Service will be terminated automatically if your Checking Account is closed, access to your Checking Account is restricted for any reason, you have not logged on within 30 days of signing up or have not logged on in more than 180 days.
- b. **BILL PAYMENT SERVICE.** You may terminate your use of the Bill Payment Service at any time by calling All America Bank at (405) 376-2265 or writing to All America Bank, Attn: Internet Banking Service, P.O. Box 300, Mustang, Oklahoma 73064. Your notice must be received at least ten (10) days prior to the date on which you wish to have your Bill Payment Service terminated. You may be required to put your request in writing. If you have scheduled bill payments with a Transaction Date within this ten-day period, you also must separately cancel those bill payments. If you have not otherwise canceled a bill payment, you will be responsible for each bill payment with a Transaction Date during the ten (10) days following receipt of your written notice of termination. Your access to the Bill Payment Service will be terminated automatically if your Payment Account is closed, or access to your Payment Account is restricted, for any reason.

- c. **BY BANK.** We may terminate your use of the Service or the Bill Payment Service, in whole or in part, at any time without prior notice. We will try to notify you in advance, but we are not obligated to do so.
- d. **EFFECT.** Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. Termination will apply only to the Service and does not terminate your other relationships with us.

10. **AMENDMENTS.** You agree to be bound by any amendments or modifications to this Agreement after notice has been sent to you at your last known address contained in our records, which may include your e-mail address, or upon our posting of such notice in the lobby of our branch offices or on our web site. Where prior notice of a change in terms is required by applicable law, we will send the notice to you the required number of days in advance of the effective date of the change. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Service.

11. **ELECTRONIC COMMUNICATIONS.** You agree that we may send all notices, disclosures, amendments and other communications regarding this Agreement or the Service to you by electronic mail. You further agree that procedures and requirements of the Service may be incorporated as part of our web site and communicated to you through the Service. To the extent permitted by Applicable Law (as defined below), you agree that each such communication will be binding and enforceable to the same extent as if it were delivered to you in writing by mail or in person.

12. **GEOGRAPHIC RESTRICTIONS.** All America Bank is located in the state of Oklahoma. The service described in this Agreement and all of our credit and deposit services are provided subject to Oklahoma law and are only available to new customers who are residents of or businesses located in our geographic markets defined as the cities and counties surrounding our branch offices, and to former and current customers.

13. **SCOPE OF AGREEMENT.** This Agreement represents our complete agreement with you relating to our provision of the Service. No other statement, oral or written, including language contained in our web site, is part of this Agreement.