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# BOB (Business Online Banking) Enrollment Form

# Your Bank7 Business Online Banking (BOB) is automatically setup with these features:

- 1) Unlimited Bill Pay for Senior Administrators (no additional charge for this feature)
- 2) Stop Payments (Fee only charged if used. \$25.00 per stop payment submitted through online banking).

Please choose, if applicable, any features you would like to add to your online banking:

Wire Transfers	ACH Fund and File Transfers
	-External account transfers and payroll/direct deposit capabilities

# **General Company Information**

Company Name:		Client Number:
	(Maximum 30 characters)	(for bank use only)
	(Maximum 30 characters)	
	(Maximum 30 characters)	
Address:	(Maximum 30 characters)	
City, State, Zip:	(Maximum 35 characters)	
Contact Name:	(Maximum 30 characters)	
Contact Telephone Nu	umber: ()	
Main Contact Email:		
Tax ID Code: EIN	SSN Tax ID Number:	
Secondary Email (if a	pplicable):	
Main Contact Cell:		
	ity question and answer that can help identify you if c e banking account by a Bank7 customer representati	
Free Form Question: (i.e., What was your fi	 rst pets name, mother's maiden name, etc.)	
Free Form Answer:		
User Code / Access II	D: (for bank use only)Temporary Pa	assword: (for bank use only)

# Service Charge Information

- One time \$25.00 charge per Security Token (See Token Authentication below)
- Online Banking and Unlimited Bill Pay Free for all Bank7 accounts
- Online ACH Transfers No fee per transfer
- Online Wire Transfers \$20.00 per wire
- Online Stop Payment \$25.00 per stop payment

#### **Client Stop Payment Information** You will have the authority to do all of the following with regards to Stop Pays:

🗆 Inquiry		
□ Add	Stop Pay Method: DDA Standard	
□ Delete	Stop Pay Charge: \$25.00	

# **Token Authentication**

Bank7 uses the highest regulatory standards to keep your business online banking secure. New FFIEC guidelines are making these types of security measures mandatory for banks. Bank7 requires the use of a token (one per user) when logging into your business online banking.

> What's a token? A token is a security device that adds a very important level of security for customers by keeping computer hackers from key logging. Key logging can occur in a variety of ways, but is mostly used to record the data you type from your keyboard such as Access ID's and passwords. Instances of viruses and malware embedded in your computer can be relaying this information to the perpetrators. Tokens generate a new passcode for you every time vou loa in.

> > These thresholds are the Bank7 default: File Review Threshold: \_\$99,999.99\_

To find out more about token security you can visit our Online Education Center located on our homepage at bank7.com.

Qty of Tokens: One time cost of Token is approximately \$25.00 per token.

# **ACH File Transfers**

Company Name:

(Maximum 16 characters)

# File Daily Transfer Limit: \$99,999.99 File Monthly Transfer Limit: \$999,999.99

Company Identification: (Maximum 10 characters, Tax ID is commonly used)

Wire Transfers These thresholds are the Bank7 default: Review Threshold: \$99,999.99 Daily Transfer Limit: \$99,999.99 Monthly Transfer Limit: \$999,999.99

#### **BOB Client Administration Options and Features**

As senior administrator of your online account you can add or change the following: Employees Tax Payments ACH Transfers Internal Transfers Bill Payments Wire Transfers

4/15/13

# These Fund Transfer Options will be available to you by default:

- □ Inquiry □ Change □ Overdrafts Allowed □ Loan Payment □ Tax Payment
- □ Internal Transfer □ ACH Transfer In □ ACH Transfer Out □ Wire Transfer Out

Loan Payment Type □ Principal Only □ Interest Only □ Regular Payment 🗆 All

### If you selected ACH Fund / File Transfers or Wire Transfers as additional features for online banking, a separate Electronic Funds Agreement will be sent to the contact email you provided. Once we receive your signed agreement we will enable the features you requested.

ALL ACCOUNTS ASSOCIATED WITH YOUR COMPANY TAX ID WILL BE LINKED TO YOUR ONLINE BANKING UNLESS YOU INSTRUCT US OTHERWISE.

Please list any additional accounts to be linked to your online banking (this can include personal accounts or other entity's accounts that you may own).

By signing, I accept the service fees associated with Business Online Banking and acknowledge that I have read the Bank7 Business Online Banking, Bill Pay, and Electronic Transfers terms and conditions attached to this enrollment form.

Signature

Name (Printed)

Date

Title (must be President, CEO, or other authorized personnel)

# Please see next page to setup additional employees for access to your Business **Online Banking.**

# BOB (Business Online Banking) Employee Account Authorization v3

The following information is to be con Photocopy and complete this worksh		ccessing online banking.
Company Name:		
Employee Name:		
Employee work phone: ()	Employee Email:	
Free Form Question (Employee mus mother's maiden name, etc.):		
Free Form Answer:		
FOR BANK USE ONLY User Code / Access ID:	Temporary Password:	
Employee Security Level (check one	):	
	one allowed per company): changes to employee account	
Administrator: Can create to or download transactions, an		ney, make stop payments, export
Employee: Inquiry only and	can export or download transa	actions. No administrative rights.
	user is set to EMPLOYEE (ir nabled, please check them he	nquiry only) and you wish for ere.  Otherwise leave blank.
Stop Payment Information		
Inquiry	□ Delete	□ Add
Fund Transfer Options		
<ul> <li>Internal Transfer In</li> <li>ACH Transfer Out</li> </ul>	<ul> <li>Internal Transfer Out</li> <li>Bill Payment</li> </ul>	<ul><li>Tax Payment</li><li>Loan Payments</li></ul>

Employee Account Access (select ALL ACCOUNTS or give specific account numbers employee is allowed to access:

# ALL ACCOUNTS

# BOB (Business Online Banking) Employee Account Authorization v3

Company Name:		
Employee Name:		
•	thresholds are already defaulted in the system imits if necessary for this employee).	. Please
Transfer Review Threshold:		
Daily Transfer Limit:		
ACH Review Threshold:		
Daily ACH Limit:		
Wire Review Threshold:		
Daily Wire Limit:		
Bill Payment Review Threshold:		
Daily Bill Payment Limit:		
Minimum Account Balance:		

Authorized Signature (Must be owner)

Name

Title

Date /\_\_\_\_

### BANK7 BUSINESS ONLINE BANKING, BILL PAY and ELECTRONIC TRANSFERS TERMS AND CONDITIONS

#### Type of Transfers

- Internal transfer of funds from checking to checking, savings, or money market
- Internal transfer of funds from savings to checking, savings, or money market
- Internal transfer of funds from money market to checking, savings, or money market
- Make payments from checking, savings or money market to your Bank7 loan accounts
- Incoming and Outgoing ACH Fund and File Transfers ("NACHA")
- Incoming and Outgoing Wire Transfers

#### Limitations on Frequency of Transfers

Transfers from a savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfers are limited to six per month with no more than six by check draft, debit card or similar order to third parties. \$3.00 fee per transfer after three. Unlimited transfers can be made in person, by mail, or ATM for no additional fee.

For security reasons there may be limits on the amount or number of transfers you can make by computer.

#### Periodic eStatements

If you have opted IN to receive eStatements, you will get a monthly account eStatement from us for your checking accounts. A secure link will be provided via email that directs you to login and allows access to your eStatements. At that point you will have the option to view, download, and print your eStatement. You will get a monthly account eStatement from us for your savings accounts, unless there are no transfers in a particular month, in any case, you will get an eStatement at least quarterly.

#### Your Rights and Liabilities

Security of your transactions is important to us. Use of the Online Banking services will therefore require an Access ID and password. If you lose or forget your Access ID please call 1-800-259-0921 during normal business hours to have a customer representative reset it. If you lose or forget your password, please click on the "Forgot Password" link under the password login screen. A new temporary password will be emailed to you. At that time you will need to login with your temporary password and click on the "Options" tab to create a new password. You agree not to share your password with others and to notify us immediately if this information is lost or stolen. If you call Bank7 to reset any setting or to make an online banking transaction on your behalf, the security question you created during enrollment will be asked and must be accurately answered. This helps Bank7 verify your identity. You may change your Access ID or Password at any time by logging onto your online account and clicking on the "Options" tab.

We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that we reserve the right to (1) monitor and/or record all communications and activity related to the Internet Banking services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include answering a security question or written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction. If any unauthorized use of your password occurs you agree to (1) cooperate with Bank7 and appropriate law enforcement authorities in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested by us in recovering any unauthorized transfer of funds. Notify us immediately if you believe your password has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all of the money in your account (plus your maximum line of credit). If you tell us within two (2) business days you can lose no more than \$50.00. 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 \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any funds you lost after the 60 days if we can prove that we could have prevented someone from taking the funds if

you had told us in time. 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, call 1-800-259-0921 during normal business hours.

# WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS OR PAYMENTS VIA E-MAIL.

#### Additional user/employee setup:

If you enroll, or request Bank7 to enroll additional "employees" to access your accounts online, you are responsible and liable for any transactions, transfers, wires, and bill payments these "employees" may make on behalf of you or your company. If you share your Access ID or Password with anyone, you are responsible and liable for ANY non-authorized transactions that person may initiate. The "Rights and Liabilities" in this agreement apply to all users of Bank7 online banking.

### **Error Resolution Notice**

In case of errors or questions about your electronic transfers call OKC 405-810-8600, Medford 580-395-2321, Woodward 580-254-0100, or Camargo 580-926-3322. In case of errors or questions about your Bill Pay service call 1-800-877-8021. Notify us immediately if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error first appeared.

(1) Tell us your name and account number.

(2) 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.

(3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days 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 45 days (90 days for new accounts or point-of-sale or foreign-initiated transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa, or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three 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.

### **Confidentiality and Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your account or the transactions you make: a) where it is necessary for completing transactions or resolving errors involving the services; or b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or c) in order to comply with government agency rules, court orders, or other applicable law; or d) to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; or e) if you give us permission; or f) where it is necessary for activating additional services.

#### **Bill Payment Additional Terms and Conditions**

These bill pay terms and conditions are in addition to all other online banking and electronic transfers terms and conditions.

#### **Bill Pay Service Definitions**

"Service" means the bill payment service offered by Bank 7 through CheckFree Services Corporation.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

#### Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

#### The Service Guarantee

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Payment Scheduling" in this Agreement.

#### Payment Authorization and Payment Remittance

You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to

complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- 1. If, through no fault of the Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- 2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- 3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- 4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

#### Payment Methods

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to your financial institution for payment).

#### Payment Cancellation Requests

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

#### Stop Payment Requests

The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

#### **Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

#### **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

#### **Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

#### **Exclusions and Warranties**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

# Bill Pay Errors and Questions

In case of errors or questions about your bill pay transactions, you should as soon as possible notify us via one of the following:

- 1. Telephone us at 800-877-8021 during Customer Service hours;
- 2. Contact us by using the application's e-messaging feature; and/or,
- 3. Write us at: Bank 7 1039 NW 63rd Street Oklahoma City, OK 73116

# Service Fees and Additional Charges

Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

#### Failed or Returned Transactions

In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction may not be completed. In some instances, you will receive a return notice from the Service. In each such case, you agree that:

- 1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
- 2. For any amount not reimbursed to the Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- 3. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
- 4. You will reimburse the Service for any fees or costs it incurs in attempting to collect the amount of the return from you; and,
- 5. The Service is authorized to report the facts concerning the return to any credit reporting agency.

#### Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. In such event, the Service shall provide notice to you. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

#### Address and Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

#### Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact Customer Service via one of the following:

- 1 Telephone us at 800-877-8021 during Customer Service hours; and/or 2.
  - Write us at: Bank 7 1039 NW 63rd Street Oklahoma City, OK 73116

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **BILLER LIMITATION**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

#### **RETURNED PAYMENTS**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.

# **INFORMATION AUTHORIZATION**

Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) and/or Billing Account, the Service may issue offsetting debits and credits to the Payment Account(s) and/or Billing Account, and require confirmation of such from you. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

#### DISPUTES

In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

#### ASSIGNMENT

You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly, affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall

not be construed as a bar or waiver of any rights or remedies on future occasions. **CAPTIONS** 

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**GOVERNING LAW** 

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

THE FOREGOING SHALL CONSTITUTE THE SERVICE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICE.

The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

You may use Bank7's Bill Pay service to direct Bank7 to make payments from your designated checking account to the "Billers" you choose in accordance with this and any other agreement.

Bank7 may choose to use non-affiliated third parties to provide Online Banking and Bill Pay services. They are required to follow the same guidelines of security and privacy as Bank7. A paper check may look drawn and processed from a third party instead of Bank7.

Bill Pay is intended only for Bank7 customer use. Any attempt to use Bill Pay to process payments for third parties is prohibited. Bank7 may choose to terminate your Bill Pay service if such attempts are made.

#### ACH Disclosure for Inbound and Outbound Transfers through Online Banking

When you add a Transfer Account to your current internet banking service you are requesting the ability to make an electronic transfer to/from your bank account. Upon such request, your financial institution associated with this service will make electronic transfers via the Automated Clearing House (ACH) system to/from your U.S. bank account in the amount you specify to/from your current Bank7 account. You agree that such requests constitutes your authorization for these transfers. You acknowledge that the origination of these ACH transactions to/from your accounts must comply with the provisions of the U.S. law. This authority will remain in full force and effect until we receive written confirmation of its termination and until there is reasonable opportunity to act upon it.

#### Third Party Website Links

From time to time the Bank7 website may provide website links to other non-affiliated websites. Bank7 is not responsible for the content of these sites.

#### Limitation of Liability

Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by the Online Banking, Bill Pay, or electronic transfers services or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment.

#### Waivers

No waiver of the terms of this Agreement will be effective, unless in writing and signed by an officer of this bank.

#### Assignment

You may not transfer or assign your rights or duties under this Agreement.

#### **Governing Law**

The laws of the State of Oklahoma shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

#### Indemnification

Customer, in consideration of being allowed access to the Online Banking services, agrees to indemnify and hold the Bank harmless for any losses or damages to the Bank resulting from the use of the Online Banking, Bill Pay, or electronic transfers services to the extent allowed by applicable law.

#### PLEASE PRINT AND RETAIN THIS COPY FOR YOUR RECORDS.

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