

# Online Banking Agreement

## Liberty National Bank Online Banking Agreement ONLINE BANKING / BILL PAYING AGREEMENT

### 1. The Services:

Use of Liberty National Bank's Online Banking Services requires at least one eligible deposit or loan account with us. If you have more than one account relationship with us, we will "link" your account relationships together with your primary personal checking account. Accounts, which are "linked" under the Services, will have one common owner or signer. Any signer, acting alone must be authorized to access a linked account. Any non-linked account will not be accessible through the Services.

### Online Banking

In consideration of the Online Banking services (Service) to be provided by Liberty National Bank, the customer agrees as follows. You may use a Personal Computer ("PC") through an Internet connection at no charge to:

- Transfer funds between linked accounts
- View the balances of your linked accounts
- Review recent transactions in your linked accounts
- Download information about your designated accounts to Microsoft Money, or Excel Spreadsheet
- Communicate with us via e-mail

### Bill Payment Service

In addition to Online Banking Services, for checking accounts, you may elect to use online Bill Pay (**ePay**) Service. **ePay** is available to personal and business customers including commercial, sole proprietors, organizations and associations. In order to access the **ePay** service you must have a primary checking account with us. Our **ePay** service is optional, however if you sign up for Online Banking, you automatically have the option to enroll and access **ePay** if you choose to enable the Service. **ePay** allows you to make payments electronically from your primary checking account with us to third parties. You may make payments through **ePay** to any business, professional service, merchant, family member or friend. The "Payment Account" means your designated bill payment checking account at Liberty National Bank from which we make bill payments on your behalf pursuant to the Bill Paying Agreement/Disclosure terms and condition.

By signing up for Liberty National Bank's Online Banking Services you agree to the terms of the Agreements for Online Banking and Bill Paying (ePay) Services. For Online Banking and ePay Services, the terms and conditions of this agreement are in addition to the account agreement, disclosures and other documents in effect from time to time governing your accounts with us. This agreement supplements the Electronic Funds Transfer Agreement and disclosure that you received at the time your deposit account was opened.

### 2. Merchant Identification and Payment Information

Payments to merchants generally include utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through Liberty National Bank's ePay. In order to initiate payments, you will need the mailing address, telephone number and your account number with each payee. We reserve the right to decline to make payments to certain persons and entities and under certain circumstances. For example you may not: make tax or court ordered payments; make payments in amounts over \$29,000.00; make duplicate payments to the same payee in any given day; or make payments outside the United States.

### 3. Browser Security Requirements

In order to access Online Banking and ePay through Liberty National Bank you will need a personal computer with Internet access and a minimum browser requirements that must be version 5.5 or greater

of Internet Explorer or version 6.1 or greater of Netscape Navigator. If you experience any problems with other browsers, please contact Liberty National Bank at 580-351-2265. You are solely responsible for the equipment (including in the case of Online Banking, your personal computer and software) you use to access the Services. We are not responsible or liable for errors or delays or your inability to access Services caused by your equipment or for any other reason. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon.

#### **4. Your Access Code and Password**

Once you enroll in Online Banking and ePay Services, you will be assigned an access code and a password. The first time you log in to our Online Banking you will be prompted to change your User ID and Password. The new password you select must be a minimum of 6 characters, up to a maximum of 12 characters, and should be a unique password. Liberty National Bank is entitled to act on instructions received through Online Banking under your password without inquiring into the identity of the person using the password. However do not disclose your password to anyone. For maximum security, do not leave your personal computer unattended while you are in our Online Internet Banking site. After fifteen minutes of inactivity, you will be logged out of the banking site.

#### **5. Bill Paying Agreement/Disclosure**

This is your bill paying agreement with Liberty National Bank (LNB). You may use Liberty National Bank bill paying service, **ePay**, to direct Liberty National Bank to make payments from your designated checking account to the Payees you choose in accordance with this agreement. 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 (the Deposit Account Rules).

"You" or "your" means each person who is authorized to use the service. "Payee" means anyone, including Liberty National Bank, you designate for payment and that LNB accepts as a payee.

#### **HOW TO SET UP PAYEES/PAYMENTS**

If you want to add a new payee, use "Payees/Add a Payee" on the ePay site. You may add a new fixed payment amount to an existing Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions or changes can be made using the Service or made in writing. Liberty National Bank reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by Liberty National Bank will be assigned a payee code. You may pay any payee you wish in the United States. LNB is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

#### **THE BILL PAYING PROCESS**

##### **Single Payments**

A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is currently 3:00 p.m. (CST) A single payment submitted after the cut-off time on the designated process date will be processed on the following business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

##### **Recurring Payments**

When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the

payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

If the recurring payment's "Pay Backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date. • If the recurring payment's "Pay Backward" option is not selected (or if the "Pay Backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

For Single and Recurring Payments, you must allow at least five (5) business days, prior to the due date, for each bill payment to reach the Payee. (For mid west subscribers, allow 7 days and for west coast subscribers, allow 8 days.)

Any bill payment can be changed or canceled, provided you access the Bill Pay Service prior to the cut-off time (3:00 p.m. CST) on the business day prior to the business day the bill payment is going to be initiated.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to Liberty National Bank. The Bank reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Payment Account and LNB has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree LNB, at its option, may charge any of your accounts with the bank to cover such payment obligations. LNB reserves the right to change the cut-off time. You will receive notice if it changes.

### **Password, Security and Liability**

You are solely responsible for controlling the safekeeping of and access to, your User ID and Password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Liberty National Bank and arrange to change your User ID and Password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Bank is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify the Bank after you learn that you have not received credit from a Payee for a Bill Payment. The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed the Bank's agent. In any event, the Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Bank has knowledge of the possibility of them. The Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the bank's reasonable control.

### **Amendment and Termination**

Liberty National Bank has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Payment Account on the bank's records, by posting notice in branches of Liberty National Bank, or as otherwise permitted by law.

Liberty National Bank has the legal right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the **Liberty National Bank Online Banking Department, 629 SW C Avenue, Lawton, OK 73501**. The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by Liberty National Bank on your behalf.

### **ePay Fees**

The ePay Service is FREE for unlimited number of monthly payments.

### **Additional Charges for Customer requested Services and Other Items:**

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Financial Institution error.

- Research Fee: \$25.00
- Payments returned due to customer error: \$5.00
- Non - Sufficient charge \$25.00 each time we pay an overdraft.
- If your account is overdrawn for more than 1 consecutive business day, we will charge an additional fee of up to \$10.00 per day.
- There is no limit on the total fees we can charge you for overdrawing your account
- Overnight Fee: \$14.95
- 2nd Day Fee: \$9.95
- Charitable Donation fee: \$1.99
- Gift Card fee \$2.99

Liberty National Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

### **6. Our Liability for Failure to Complete Transactions**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we might be liable for some of your losses or damages. However, there are some exceptions. We will not be liable for instance:

1. If through no fault of ours, you do not have enough money in your account to make the transfer;
2. If the money in your account is subject to legal process or other encumbrances restricting transfer;
3. If the transfer would go over the credit limit on your overdraft line (if any);
4. If the system was not working properly when you started the transfer;
5. If circumstances beyond our control (such as a fire or flood or systems failure) prevent the transfer, despite reasonable precautions that we have taken; or
6. If the payee mishandles or delays handling payments sent by us.
7. If your payment or transfer was set up in a manner other than set forth in our agreement with you.

### **7. Canceling Payment**

Once you set up a payment, you can revise the amount, the due date or cancel payment online, on the transaction date on or before 3:00 p.m. (CST). You may contact our representatives at **580-351-2265** during normal business hours to cancel a payment up to 3:00 p.m. (CST) on the business day your

payment is scheduled to be initiated ("Payment Process Date"). Or you may call our **ePay** support line at 1-800-715-1184 between the hours 6:30 a.m. and 10:00 p.m. (CST) for assistance in canceling, deleting or adding **ePay** payments.

### **8. Statements**

All payments, transfers, and/or fees made through the Service will appear on your monthly bank account statement. The description, payment amount and date of the payment will be shown for each payment made through the Service during that statement cycle. The payee name will appear on your monthly statement only if it is included in the description field.

### **9. Fees for Services**

Fees for services shall be payable in accordance with a schedule of charges as established and amended by Liberty National Bank from time to time. Charges shall be automatically deducted from customer's account, and Liberty National Bank shall provide to customer monthly a notice of such debit(s) on account statements. (See section 25 for fee schedule)

### **10 Business Days/Hours of Operation**

As stated in Section 6 payments and transfers can be completed only on business days. The Service is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling of payment orders and transfers. You can reach our customer service desk between the hours of 8:00am and 5:00pm (CST), Monday through Friday or you may email us at [mail629@LNBOOK.com](mailto:mail629@LNBOOK.com) (see section 11 regarding email communication to and from Liberty National Bank.) Our lobby hours are 8:30am to 5:00pm (CST) Monday through Friday, except for bank holidays.

### **11. Transmissions to and from the Website**

Liberty National Bank's Online Banking utilizes the latest technology, which was developed to safeguard data through encryption of information. This creates barriers between systems that can only be crossed with passwords. You may elect to use our ePay Service to make payments out of your accounts with us; however you cannot use email as a means to initiate transactions to and from your accounts with us. You may communicate with us through email. We will attempt to answer email communications promptly, however if you have a question or concern needing immediate attention please contact us during normal business hours to speak to a customer support person at **580-351-2265** between the hours of 8:00am and 5:00pm (CST) Monday through Friday.

### **12. Notice of Your Rights and Liabilities**

Security of your transactions is important to us. Use of the Services will therefore require an access code and a password. If you forget your password, please call **580-351-2265** during normal business hours shown above. Liberty National Bank employees will not ask you for your password. You agree to keep your password secret and you will not reveal it to anyone. You will notify us immediately if your password is lost or stolen or if you believe someone has discovered your password. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or payments or otherwise use the Services. Internet Banking Services enables you to change your password; we encourage that you do so regularly. 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 Services; and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include 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 in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested in recovering any unauthorized transfer of funds.

### **13. Reports of Unauthorized Transactions**

Tell us **AT ONCE** if you believe your password has been lost or stolen. Telephoning (**580-351-2265**) is

the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within (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 money you lose after the sixty (60) days, if we can prove that we could have prevented someone from taking the money if you had told us in time. If you believe your password has been lost or stolen **call 580-351-2265** during normal business hours shown above. **WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

#### **14. Errors and Questions**

In case of errors or questions about your electronic transactions, telephone us at 580-351-2265 from 8:00am - 5:00pm (CST) Monday through Friday, or write us at: **Liberty National Bank, 629 SW C Avenue, Lawton, OK. 73501, Attention: Online Banking Department.** As soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, please contact us. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared. You will need to:

1. Tell us your name and account number (if any);
2. Describe the error or the Transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) business days following the date you notified us. We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the transfer involved a POS Transfer or an EFT outside the United States)) 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 (ninety 90 days if the error involves any POS Transfer or EFT initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business day if the error involves any POS Transfer or EFT initiated outside the United States) 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. 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. If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

#### **15. 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. if you give us your permission; or
- E. as otherwise provided in other agreements you have with us regarding your accounts.

#### **16. Authorization to Obtain Information**

You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

#### **17. Termination**

If you want to terminate your access to the Service, call us at 580-351-2265 during normal business hours. After receipt of your call, we will send a written termination authorization for your signature to be returned to us. We must receive your written authorization to terminate the online banking service. **RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED YOU MUST FOLLOW THE PROCEDURES IN THE CANCELING PAYMENTS PARAGRAPH. SEE SECTION FIVE.** We reserve the right to terminate the services in whole or in part, at any time with or without prior written notice. In that event or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your access code and/or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

#### **18. 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 Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your PC equipment and for any electrical, mechanical problems that are not caused by Liberty National Bank and/or for any other reason.

#### **19. Waivers**

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

#### **20. Assignment**

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

#### **21. 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.

#### **22. Amendments**

We can change a term or condition of this Agreement by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement or by electronic means within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in either our Checking or Savings Account records, or email address in which you authorized to receive such notices and /or disclosures. You agree to promptly notify us if your contact information changes such as street address or email address.

### **23. Indemnification**

Customer, in consideration of being allowed access to the Services, agrees to indemnify and hold Liberty National Bank harmless for any losses or damages resulting from the use of the Services, to the extent allowed by applicable law.

### **24. Security Procedures**

By accessing the Services, you hereby acknowledge that you will be entering a protected web site owned by Liberty National Bank, which may be used only for authorized purposes. Liberty National Bank may monitor and audit usage of the System, and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986.

### **25. Online Banking Service and ePay Fee Schedule**

Online Banking / ePay Service is free.

- Online Banking / ePay Non - Sufficient charge up to \$25.00 each time we pay an overdraft
- If your account is overdrawn for more than 1 consecutive business day, we will charge an additional fee of up to \$10.00 per day.
- Online Banking / ePay Stop Payment Fee \$25.00 (refer to section 9 above)
- ePay donation \$1.99
- ePay gift card \$2.99
- ePay Research fee (minimum) \$25.00 hourly

Other banking fees may apply to Online Banking Payments  
See the Bill Paying Agreement and Disclosure.