

## Online/Mobile Banking End User Terms and Agreement

1) General. Access to your financial institution's services via your mobile device is powered by the mobile technology solution owned by Digital Insight and Vertifi Software, LLC (the "Licensor"). The Licensor is not the provider of any of the financial services available to you through the Software (defined below), and the Licensor is not responsible for any of the materials, information, products or services made available to you through the Software.

2) Ownership. You acknowledge and agree that the Licensor is the owner of all right, title and interest in and to the mobile technology solution made available to you hereunder, including but not limited to any downloaded software and the computer programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they may exist (all of which is collectively referred to herein as the "Software"). You may not use the Software unless you have first accepted the terms of this Agreement.

3) License. Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

4) Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

5) Updates. The terms of this Agreement will govern any updates that replace and/or supplement the original Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

6) Text Messages. Text messaging services are provided by your financial institution and not by any other third party. You and your financial institution are solely responsible for the content

transmitted through text messages sent between you and your financial institution. You must provide source indication in any text messages you send (e.g. mobile telephone number, "From" field in text message, etc.) You are responsible for any text message fees charged by your wireless carrier.

7) Consent to Use of Data. You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.

8) Export Restrictions. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law.

9) U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

10) Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

11) Disclaimer of Warranty. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

12) Limitation of Liability. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

13) Security Risks. We are not responsible for any authorized or unauthorized access to your phone/computer or any phone/computer from which the Services are used. You are responsible for ensuring that the phone/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 phone/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 phone/computer be subjected to such a risk. Any information possibly obtained due to spyware, virus attack or hacking of your phone/computer is not our responsibility.

14) 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 in 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.

15) Business Days. Our "Business Days" are Monday through Friday, excluding federal holidays.

16) Fund Transfers. You may transfer funds between your Accounts that are checking, savings or loan accounts in any amount equal to or greater than \$1.00 and less than \$10,000. When you request a funds 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 6:00 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 funds transfer from the designated originating Account on the Transaction Date. We may refuse to act on your funds 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.

17) Account Information. The Account current balance shown will be current as of the immediately preceding Business Day. The Account available balance may include deposits or debits still subject to verification by us and may not include deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

18) Authorized Use of Service. You are responsible for keeping your Codes and Account data confidential. We and our service providers are entitled to act on instructions received using your Codes, and you agree that the use of your Codes will have the same effect as your signature authorizing the transaction or request for information. If you authorize other persons to use any of your Codes for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner and (to the extent permitted by Applicable Law) shall extend to such persons' designees, until you have notified us in writing that you have revoked the authorization and changed your Codes, and you are responsible for any transactions made by such persons or their designees until you notify us that transfers by that person are no longer authorized and we have a reasonable opportunity to act upon the change of your Codes.

19) Reporting Unauthorized Transactions. You should notify us immediately if you believe any of your Codes have been lost or stolen or that someone has transferred or may transfer money from your account without your permission. Call (405) 224-2200 or 1-888-841-2265.

20) Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe any of your Codes have been lost or stolen. Telephoning notice to us is the best way of keeping your possible losses down. If you do not notify us promptly, it is possible that you could lose all the money in your account (plus your maximum overdraft line of credit). The following paragraph applies to Consumer Service only: If you tell us within two (2) Business Days, you can lose no more than \$50 if someone used any of your Codes without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of any of your codes, and we can prove we could have stopped someone from using your code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the FIRST statement showing such a transfer was mailed to you, you may not get back any money you lost after the 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 these time periods.

21) Bank's Responsibility for Processing Transactions. If we do not complete a transfer to or from our Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages

22) Limitations of Bank's Responsibility for Processing Transactions. There are some exceptions to the Bank's liability for processing transactions on the Accounts. We will not be liable, for instance: if, through no fault of ours, you do not have enough money in your Account to make the transfer; if the transfer would go over the credit limit on your overdraft line; if the funds in your Account were attached or the transfer cannot be made because of legal restrictions affecting your Account; if any system or any software was not working properly and you knew about the breakdown when you started the transfer; if circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken; if you have not provided us with complete and correct transfer or payment information; if you have not properly followed the instructions for using the Service or any software; if your operating system or software was not properly installed or functioning properly; or if you are unable to access your Account or the Service due to Internet facility or service provider delays or other problems.

There may be other exceptions stated in our agreement with you. The Bank's sole responsibility for an error in a funds transfer will be to correct the error, but in no case shall the Bank be liable for any indirect, punitive, special, incidental or consequential damages (even if you have informed us of the possibility of such damages). In states which do not allow the exclusion or limitation of liability for indirect, punitive, special, incidental or consequential damages, the Bank's liability is limited to the extent permitted by Applicable Law (as defined below). Our service providers are independent contractors and not our agents. To the extent permitted by Applicable Law, we will not be responsible for any error, damage or other loss caused by any service provider.

23) Disclosure of Account Information. We will disclose information about your Accounts or the transfers you make: if we have entered into an agreement with another party to provide any Service. In this case, we will provide that party with information about your Account or your transfers and your communications with us in order to carry out your instructions; if it is necessary for completing transfers or otherwise carrying out your instructions; in order to verify the existence and conditions of a Payment Account for a third party, such as a credit bureau or a Payee; in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or if you otherwise give us your permission.

24) Description of the Mobile Deposit Service. The Mobile Deposit Service enables you to use a mobile banking application and certain hardware (such as a smartphone or other mobile device) approved by us to create Electronic Images of the front and back of certain Paper Items, such as a check, money order or cashier's check and transmit those images and other information,

including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this agreement.

"Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described herein, we will: create a substitute check that we will present directly or indirectly to the bank on which the original Paper Item to which the Electronic Item relates is drawn, or at or through which the Paper Item is payable (the "Paying Bank"); include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or present or post any Electronic Item for which we are the Paying Bank.

25) Qualification. In order to use the Mobile Deposit Service, you must be designated as an owner or authorized signer of a First National Bank & Trust Co. account that is eligible for this Service and be approved by us. Your use of the Mobile Deposit Service shall be determined at the sole discretion of First National Bank & Trust Co.

26) Conditions to Provision of the Mobile Deposit Service. As conditions to provision of Mobile Deposit Service, you shall maintain the account in good standing, and comply with such restrictions on the Mobile Deposit Service as we may communicate to you from time to time.

27) Limits. We may establish limits on the dollar amount and/or number of items or deposits. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

28) Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

29) Fees. The Mobile Deposit Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Mobile Deposit Service. If you continue to use the Mobile Deposit Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to permit an account at First National Bank & Trust Co. to be debited for fees related to the Mobile Deposit Service. Any applicable fees for the Mobile Deposit Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the account is closed, or does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

30) Creating and Transmitting Electronic Items. In order to use the Mobile Deposit Service you must use the type of hardware that we designate. You shall use approved hardware to create electronic images of checks and other Paper Items that you wish to deposit to your account by means of the Mobile Deposit Service, and to transmit your Electronic Items to us. Not all items

are eligible to be deposited through the Mobile Deposit Service such as, but not limited to: international checks, image replacement documents, remotely created checks (whether in paper form or electronically created), U.S. savings bonds, U.S. postal money orders, convenience checks, temporary checks or checks drawn against a line of credit. All Items transmitted through must be payable in U.S. dollars and drawn on or payable through a U.S. bank. Additionally, only items that are made payable to, and endorsed by you, may be transmitted through the Mobile Deposit Service. Items bearing multiple payees require the endorsement by all payees, and each payee must be an owner or authorized signer of the account to which the item is being deposited. All Items must bear a restrictive endorsement that includes the verbiage "For Deposit to FNBT Chickasha Only" followed by the signature of each named payee.

31) Processing Your Electronic Item. If you transmit your Electronic Item to us before the cut-off time of 3:00 pm (Central) on any regular business day, we shall review and process your Electronic Item on that business day. If you transmit your Electronic Item to us after the cut-off time on any business day, we shall review and process your Electronic Item on the next business day. Business days are Monday through Friday, excluding federal holidays. Your Electronic Item is deemed to have been received by us when the Mobile Deposit Service generates a confirmation message. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

32) Exception Items. Each business day on which we review and process your Electronic Item, we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Mobile Deposit Service and handle the item as an Exception Item. An Exception Item includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through the Mobile Deposit Service or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to us under item 35 below, "Your Warranties to First National Bank & Trust Co."

33) Deposits to the Account. Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the account on the business day that we process the Electronic Item, provided its transmission to us is prior to the cut-off time. In addition, an Electronic Item will be deemed to have been deposited at the office where the account is maintained. Mobile deposited funds are generally available on the next business day after the day of your deposit, unless a hold is applied. If a hold is placed on the item, we will mail you a written notification of the delay in availability. You should contact us if you question the availability of any Electronic Item you deposit.

34) Security Procedures. Any individual authorized by you to access the Service (a "User") shall do so by entering a user name and a password, or other unique identifier that may be required (collectively referred to herein as "Security Credentials"). No person employed by First National Bank & Trust Co. shall have access to any Security Credentials you or your Users create. You should notify us immediately if you believe your Security Credentials have been compromised. Contact us at (405) 224-2200 or 888-841-2265.

35) Your Warranties to First National Bank & Trust Co. You represent and warrant to First National Bank & Trust Co. that:

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE MOBILE DEPOSIT SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE MOBILE DEPOSIT SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USERS AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE MOBILE DEPOSIT SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT FIRST NATIONAL BANK & TRUST CO. PROVIDES YOU WITH RESPECT TO THE MOBILE DEPOSIT SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY US IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE MOBILE DEPOSIT SERVICE OR YOUR SECURITY CREDENTIALS.

36) Use of Mobile Deposit Service

a) You will use the Mobile Deposit Service only for Paper Items that are payable to and endorsed by you.

b) You will properly secure all hardware you use in connection with the Mobile Deposit Service including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use. You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Item for a minimum of ten (10) calendar days, but no longer than forty-five (45) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item. Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item.

c) You will not submit any duplicate Electronic Items to us.



d) You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item, and we specifically instruct you to do so.

e) You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.

f) You will review and verify for accuracy the information contained in the Electronic Item before you transmit it to us.

g) You will only transmit Electronic Items that are drawn on or payable at or through banks located within the United States.

h) You will not electronically store or make a back-up copy of the Electronic Items.

i) Any User of the Mobile Deposit Service is at least 18 years of age.

37) Your Agreement to Indemnify First National Bank & Trust Co. You will indemnify, defend, and hold harmless First National Bank & Trust Co. and each of its respective directors, officers, employees, and agents (collectively in this Paragraph, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

a) Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to, (i) duplicate scanning of the same original Paper Item, (ii) transmission of duplicate Electronic Items, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware or Security Credentials;

b) Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum;

c) The violation of any applicable law, statute, or regulation in the performance of your obligations under this Addendum;

d) First National Bank & Trust Co. acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item or an illegible Electronic Item;

e) Our presenting to Paying Bank an Electronic Item for payment; and

f) Your failure to (i) securely maintain your hardware or the original Paper Items, or (ii) properly and timely dispose of original Paper Items in accordance with Item 36b., in which event such Losses and Liabilities shall include without limitation consequential damages.

38) Right To Audit. We may periodically audit and verify your compliance with this Addendum. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by First National Bank & Trust Co. in the course of such audit.

39) Periodic Statements. All of your fund transfers or mobile deposits made through the Service will appear on the periodic statement for each Account, as applicable. You agree that we will not furnish you any other notice of fund transfers or mobile deposits.

#### 40) Termination

a) Mobile Banking Service. Your enrollment in the Service will remain in effect until terminated by you or us. You may terminate your use of the Mobile Banking Service at any time by calling First National Bank and Trust Company at (405) 224-2200 or 1-888-841-2265 or writing to First National Bank and Trust Company, Attn: Internet Banking Service, P.O. Box 1130, Chickasha, OK, 73023-1130. Your access to the Mobile 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 90 days.

b) By Bank. We may terminate your use of the 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.

c) 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.

41) 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.

42) 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.

43) Entire Agreement; No Waiver. This Agreement is the complete and exclusive agreement between you and us related to the Service and supplements any other agreement or disclosure related to your Checking Account, Payment Account, or any other Account. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Checking Account, Payment Account, or any other Account, or any statement by our employees or agents, or any service provider, this Agreement shall control with respect to the Service. No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver or any such right or remedy. Any simple or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.

44) Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

45) Governing Law; Compliance. This Agreement shall be governed by and construed in accordance with the laws of the United States, and to the extent not inconsistent therewith and excluding the Licensor Provisions, the laws of the state of Oklahoma, without regard to that state's rules regarding conflict of laws (collectively, "Applicable Law"). You agree that you will use the Service only in accordance with Applicable Law.

46) Geographic Restrictions. The First National Bank and Trust Company, Chickasha, Oklahoma 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.

47) 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.

#### 48) ERROR RESOLUTION NOTICE

##### In Case of Errors or Questions About Your Fund Transfers

Call (405) 224-2200 or 1-888-841-2265 or write to: First National Bank and Trust Co., Attn: Internet Banking, P.O. Box 1130, Chickasha, OK 73023-1130.

Contact us as soon as you can if you think your statement is wrong or if you need more information about a fund transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and Account number. Describe the error or the fund 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 after we hear from you and will correct

any error promptly. If we need more time, however, we may take up to 45 days 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. 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 within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.