

RCB BANK

That's my bank!

MEMBER **FDIC**

RCBbank.com

Frequently Used Phone Numbers:

Corporate: 855.226.5722 Anytime Banker: 877.812.4663 Fraud Department: 877.361.0814

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DEPOSIT ACCOUNT AGREEMENT - OKLAHOMA

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the depositor (whether joint or individual) named on the account.
- "We," "our," and "us" refer to the financial institution.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand the following Account Agreement ("Agreement") governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

GENERAL RULES. The following rules apply to all types of accounts:

1. Deposits. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any item you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.

2. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

3. Set-offs and Liens. We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a joint account, we may offset funds for the debt of any one of the owners. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

4. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

5. Expenses. You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.

6. Dormant/Inactive Accounts. You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

7. Joint, Trust, Fiduciary and Custodial Accounts. You acknowledge that if your account is set up as a joint, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

8. Joint Account. If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

9. Joint Account With/Without Right of Survivorship. If this is a joint account with right of survivorship, on the death of one of the account holders, that person's interest in the account immediately vests in the surviving joint account holder(s) as

their separate property. If this is a joint account without right of survivorship and we receive written notice of the death of a joint account holder, we may freeze the account until we receive satisfactory evidence as to the disposition of the account.

10. In Trust For or Payable on Death Account. An In Trust For or Payable on Death account permits the trustee(s)/owner(s) ("owner(s)") to transfer the account to named beneficiaries upon the death of the owner(s), and the named beneficiaries may be changed at any time in a written form and manner acceptable to us. The owner(s) reserves the right to withdraw all or part of the account funds at any time. Beneficiaries are only entitled to account funds after all of the outstanding debits and items of the owner(s) have been paid.

When an In Trust For account, a withdrawal constitutes a revocation of the trust agreement as to the amount withdrawn. A beneficiary acquires withdrawal rights by surviving the owner(s). If all named beneficiaries predecease the owner(s), the title to the account funds shall vest in the owner(s). If two or more beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated.

When a Payable on Death account and only one (primary) beneficiary is named, the owner(s) may name contingent beneficiaries. If any named primary beneficiary is not living, the share of that beneficiary shall instead be held for or paid to the estate of that deceased beneficiary unless contingent beneficiaries have been designated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without the right of survivorship, unless otherwise indicated. Named beneficiaries are assumed to be primary unless indicated as contingent. Named beneficiaries are assumed to be primary unless indicated as contingent. Distribution of account funds shall be consistent with the provisions of Section 901 of Title 6 of the Oklahoma Statutes.

Changing of account terms at your death - If an interest bearing account and not claimed by your beneficiary(ies) within 60 days after the death of the last surviving account owner, or after we have notice of the death of the last surviving account owner, then we may change to a non-interest bearing account.

11. Custodial Account. A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfers to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

12. Minor's Account. If a minor is the sole and absolute owner of the account, we may pay checks and withdrawals and otherwise act with respect to the account on the order of the minor. A payment or delivery of rights to a minor who holds an account evidenced by a receipt or acquittance signed by the minor discharges us to the extent of the payment made or rights delivered. A parent or legal guardian of the minor may deny the minor's authority to control, transfer, draft on, or make withdrawals from the minor's account by notifying us in writing. Upon our receipt of such notice, the minor may not control, transfer, draft on, or make withdrawals from the account during minority except with the joinder of a parent or legal guardian of the minor.

13. Power of Attorney. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

14. Fees, Service Charges and Balance Requirements. You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

15. Non-Sufficient Funds and Overdrafts. If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the item or (2) pay the item at our discretion.

Available Balance. We may use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay an Item or Debit. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the item or pay the item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of an item or re-presentation of a check, which means you may incur multiple non-sufficient funds fees if an item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

Overdrafts. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

Actual (Ledger) Balance. We may use an actual (ledger) balance method to determine whether there are sufficient funds in your account to pay an item or debit transaction and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay an Item or Debit. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

Overdrafts. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

Our policy may be that we use an available balance to determine if we will pay a debit or item and use an actual (ledger) balance to assess fees. If this is the case, the applicable rules described above will apply.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

16. Processing Order. We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the debits and credits in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

17. Amendments and Alterations. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

18. Notices. You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.

19. Certified Beneficial Owner Information. If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

20. Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

21. Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

22. Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

23. Closing Account. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

24. Transfers and Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

25. Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

26. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire®

Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

27. Stop Payments.

Stop Payments on Checks. If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

Stop Payments on ACH Debits. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

28. Checks. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

29. Electronic Checks and Electronically-Created Items. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

30. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way

you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

31. Remote Deposit Capture. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."

32. Preauthorized Checks or Drafts. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

33. Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

34. Verifying Funds Availability for Check. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check or other item from you.

35. Check Safekeeping. If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Disclosures.

36. Remotely Created Checks. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such check.

37. Statements. If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

38. Signatures. Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks, drafts, orders, or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

39. Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

40. Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

41. Your Waiver of Notice. By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

ACCOUNT SPECIFIC PROVISIONS. In addition to the General Rules, the following rules apply to specific types of accounts:
CHECKING AND NOW ACCOUNTS

Checking Accounts. If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

Withdrawals. Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

Withdrawal Notice Requirements. If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

MONEY MARKET AND SAVINGS ACCOUNTS

Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

Transaction Limitations. Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

Restrictions on Money Market and Savings Accounts. If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

No Restrictions on Money Market and Savings Accounts. If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

SAVINGS ACCOUNTS

Passbooks. If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

Early Withdrawal Penalty. Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

Single Maturity. Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account's status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

DEPOSIT ACCOUNT AGREEMENT - KANSAS

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," "account owner," and "party" refer to the depositor (whether joint or individual) named on the account.
- "We," "our," and "us" refer to the financial institution.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks or drafts that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand the following Account Agreement ("Agreement") governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

GENERAL RULES. The following rules apply to all types of accounts:

1. Deposits. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any item you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.

2. Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

3. Set-offs and Liens. We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a joint account, we may offset funds for the debt of any one of the owners. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

4. Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

5. Expenses. You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.

6. Dormant/Inactive Accounts. You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

7. Joint, Trust, Fiduciary and Custodial Accounts. You acknowledge that if your account is set up as a joint, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

8. Joint Account. If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

9. Joint Account With/Without Right of Survivorship. If this account is noted as a joint account with right of survivorship (and not as tenants in common), on the death of one party to a joint account, all sums in the account on the death vest in and

belong to the surviving party(ies) as his or her separate property and estate. In the event this account is designated as a joint account without right of survivorship (and as tenants in common) and we receive written notice of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account.

10. In Trust For or Payable on Death Account. If this account is noted as an In Trust For or Payable on Death account, the trustee(s) may change the named beneficiary(ies) at any time by a written direction to us. The trustee(s) reserves the right to withdraw all or part of the deposit at any time. Such payment or withdrawal shall constitute a revocation of the trust agreement as to the amount withdrawn. The beneficiary(ies) acquires the right to withdraw only if: (i) all of the trustees die, and (ii) the beneficiary is then living. The beneficiary(ies) is only entitled to the amount that is in the trust after all of the trustee's(s') outstanding debits and items have been paid. If all of the beneficiaries predecease the trustee(s), the named beneficiary's(ies') death shall terminate the trust and title to the money that is credited to the trust shall vest in the trustee(s). If two or more beneficiaries are named and survive the death of all of the trustees, such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated. When a Payable on Death Account and only one (primary) beneficiary is named, the owner(s) may name contingent beneficiaries. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated. Named beneficiaries are assumed to be primary unless indicated as contingent.

11. Custodial Account. A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfers to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

12. Power of Attorney. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

13. Fees, Service Charges and Balance Requirements. You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

14. Non-Sufficient Funds and Overdrafts. If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by your available account balance or actual (ledger) balance, we may (1) return the item or (2) pay the item at our discretion.

Available Balance. We may use an available balance method to determine if there are sufficient funds in your account to pay an item or debit transaction and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay an Item or Debit. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, if applicable; deposit holds; and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and a pending transaction of \$30. Your available balance is \$70 because the pending \$30 transaction reduces your available account balance.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the item or pay the item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of an item or re-presentation of a check, which means you may incur multiple non-sufficient funds fees if an item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

Overdrafts. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization even though your gas was only \$50. The authorization hold reduces your available account balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

Actual (Ledger) Balance. We may use an actual (ledger) balance method to determine whether there are sufficient funds in your account to pay an item or debit transaction and to assess non-sufficient funds and overdraft fees.

How We Decide to Pay an Item or Debit. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks, if applicable, that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

Return Item for Non-Sufficient Funds. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to Nacha Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or re-presentation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then re-presented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

Overdrafts. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

Our policy may be that we use an available balance to determine if we will pay a debit or item and use an actual (ledger) balance to assess fees. If this is the case, the applicable rules described above will apply.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

15. Processing Order. We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for the debits and credits in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

16. Amendments and Alterations. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

17. Notices. You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.

18. Certified Beneficial Owner Information. If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

19. Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

20. Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

21. Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

22. Closing Account. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

23. Transfers and Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

24. Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

25. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial

jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

26. Stop Payments.

Stop Payments on Checks. If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the check or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. Our acceptance of a stop payment request does not constitute a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure your security. Written communication includes communication by electronic record.

Stop Payments on ACH Debits. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

27. Checks. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

28. Electronic Checks and Electronically-Created Items. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information. Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

29. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

30. Remote Deposit Capture. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only."

31. Preauthorized Checks or Drafts. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

32. Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

33. Verifying Funds Availability for Check. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check or other item from you.

34. Check Safekeeping. If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a

reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Disclosures.

35. Remotely Created Checks. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such check.

36. Statements. If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

37. Signatures. Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, drafts, orders, or other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks, drafts, orders, or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

38. Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

39. Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

40. Your Waiver of Notice. By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

ACCOUNT SPECIFIC PROVISIONS. In addition to the General Rules, the following rules apply to specific types of accounts:
CHECKING AND NOW ACCOUNTS

Checking Accounts. If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

Withdrawals. Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

Withdrawal Notice Requirements. If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

MONEY MARKET AND SAVINGS ACCOUNTS

Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

Transaction Limitations. Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

Restrictions on Money Market and Savings Accounts. If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

No Restrictions on Money Market and Savings Accounts. If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

SAVINGS ACCOUNTS

Passbooks. If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

Early Withdrawal Penalty. Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal. The grace period following a maturity date is described in the Disclosures.

Single Maturity. Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account's status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

FACTS**WHAT DOES RCB BANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and transaction history
- Assets and retirement assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons RCB Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does RCB Bank share?	Can you limit this sharing?
For our everyday business purposes-- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes-- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes-- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes-- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call toll-free (855)226-5722 or go to www.RCBBank.com

What we do

How does RCB Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does RCB Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> - Open an account or give us your income information - Apply for financing or make a wire transfer - Show your driver's license <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> - sharing for affiliates' everyday business purposes - information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> - <i>Our affiliates include companies with a common ownership under RCB Holding Company name; financial companies, such as financial institutions.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> - <i>RCB Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> - <i>RCB Bank doesn't jointly market.</i>

Effective February 11, 2021

FEES AND CHARGES. The following fees and charges may be assessed against your account:

Account Reconciliation and Research (per hour)	\$20.00
Account View CD-ROM Annual (per year)	\$50.00
Account View CD-ROM Monthly (per month)	\$25.00
Account View CD-ROM Quarterly (per quarter)	\$25.00
ACH Origination Transfer Fee (per item)	\$2.00
ACH Recovery Fee- final fee will be the greater of the two fees listed	3.000% of recovered funds or \$300
Annual Debit Card Fee	\$0.00
Bill Payment Option 1- Elects eStatement, first 12 Bill Pay items per month are free. The 13th and each additional item will incur a per item fee	\$0.75
Bill Payment Option 2- Elects paper statement, first 7 Bill Pay items per month are free. The 8th and each additional item will incur a per item fee	\$0.75
Bill Payment Option 3- Unlimited Bill Pay items (per month)	\$5.95
Bounce Paid Item Fee (per item)	\$28.00
Cashier's Check- Customer	\$5.00
Cashier's Check- Non Customer (replacement check only)	\$10.00
Closed Account Processing Fee	\$5.00
Coin Counting (non-customer)	5.000% of total or \$5.00 whichever is greater
Collection Item (incoming/outgoing)	\$20.00
Debit Card Express Mail Fee (Card)	\$75.00
Debit Card Replacement Fee	\$5.00
Debtor-in-Possession Account Set Up Fee	\$50.00
Deposit Item Returned or Reprocessed	\$4.00
Deposit Verification	\$10.00
Dormant Account Fee- Checking assessed monthly	\$10.00
Dormant Account Fee- Savings assessed quarterly	\$10.00
Fax or Copy Service (per page)	\$1.00
Fraud Recovery Fee- final fee will be the greater of the two listed	3.000% of recovered funds or \$300.00
Garnishment/Levy Processing Fee	\$15.00
Gift Cards	\$4.75
instaPay - use mobile app to send payment using debit card (per occurrence)	\$1.00
Insufficient (NSF) Return Item Fee (per item)	\$28.00
Mobile Deposit- Commercial- Monthly Fee with eStatement	\$0.00
Mobile Deposit- Commercial- Monthly Fee with paper statement	\$2.00
Mobile Deposit- Commercial- per deposit	\$0.75
Mobile Deposit- Consumer- with eStatement	\$0.00
Mobile Deposit- Consumer- with paper statements (per month)	\$2.00
my Finance- Online Financial Management (per month)	\$2.00
NetTeller Online Banking	\$0.00
Night Depository Lock Bags (per bag)	\$25.00
Non-Customer Check Cashing Service	2.000% of check amount
Non-RCB Bank ATM Transaction- Only the ATM Terminal Fee will be charged	\$0.00
Notary Service (per item)	\$5.00
Overdraft Paid Item Fee (per item)	\$28.00
Overdraft Protection Sweep (per daily transfer)	\$5.00
RCB Bank ATM Terminal Transaction	\$0.00
RCB Bank Zipper Deposit Bag (not locking/per bag)	\$5.00
Rejected Checks Ordered From Independent Printer (per item)	\$0.50
Research Copies (per page)	\$2.00
Safe Deposit Box Rental Rates and Sizes vary by branch. Visit or contact your local branch for details and availability. Auto debit from RCB Bank account is required.	
Safe Deposit Box- Drill Fee	\$175.00
Safe Deposit Box- Key Deposit	\$10.00



Safe Deposit Box- Lost Key Charge	\$20.00
Safe Deposit Box- Past Due Rental Fee (assessed 30 days after due date)	\$5.00
Safe Deposit Box- Size 1.5 x 5	\$15.00
Safe Deposit Box- Size 10 x 10	\$75.00
Safe Deposit Box- Size 10 x 15	\$100.00
Safe Deposit Box- Size 10 x 20	\$125.00
Safe Deposit Box- Size 10 x 21	\$125.00
Safe Deposit Box- Size 10 x 5	\$45.00
Safe Deposit Box- Size 12 x 22	\$175.00
Safe Deposit Box- Size 15 x 10	\$100.00
Safe Deposit Box- Size 15 x 20	\$175.00
Safe Deposit Box- Size 15 x 30	\$175.00
Safe Deposit Box- Size 2 x 5	\$15.00
Safe Deposit Box- Size 2.5 x 5	\$15.00
Safe Deposit Box- Size 3 x 10	\$40.00
Safe Deposit Box- Size 3 x 10	\$35.00
Safe Deposit Box- Size 3 x 5	\$25.00
Safe Deposit Box- Size 4 x 15	\$50.00
Safe Deposit Box- Size 4 x 5	\$30.00
Safe Deposit Box- Size 5 x 10	\$45.00
Safe Deposit Box- Size 5 x 15	\$70.00
Safe Deposit Box- Size 5 x 5	\$30.00
Safe Deposit Box- Size 6 x 10	\$50.00
Safe Deposit Box- Size 6 x 15	\$70.00
Safe Deposit Box- Size 7 x 10	\$50.00
Safe Deposit Box- Storage Locker (1)	\$400.00
Safe Deposit Box- Storage Locker (2)	\$500.00
Safe Deposit Box- Storage Locker (3)	\$250.00
Safe Deposit Box- Vacation Box	\$50.00
Statement Fees- Paper Statement Fee includes images (per month/per account) *	\$2.00
Statement Fees- Special Request Statement	\$2.00
Statement Fees- Special Statement Mailing Annual Fee (per year/per account)	\$10.00
Statement Fees- Special Statement Mailing Monthly Fee (per month/per account)	\$5.00
Statement Fees- Temporary/Duplicate Statements (per occurrence)	\$2.00
Stop Payment Fee (per item)	\$28.00
Temporary Checks (set of 12)	\$5.00
Text Banking- Commercial- 1st account, per mobile device enrolled (per month)	\$5.00
Text Banking- Commercial- multiple accounts, per mobile device enrolled (per month)	\$8.00
Text Banking- Consumer- 1st account, per mobile device enrolled (per month)	\$2.00
Text Banking- Consumer- multiple accounts, per mobile device enrolled (per month)	\$3.00
Wire Transfer Fee- Domestic Incoming	\$10.00
Wire Transfer Fee- Domestic Outgoing	\$15.00
Wire Transfer Fee- International Incoming	\$10.00
Wire Transfer Fee- International Outgoing - COMMERCIAL ACCOUNTS ONLY	\$50.00

*Customers who elect eStatements on their consumer accounts receive their electronic statement at no charge. Additional fees may be incurred. Please see separate product specific Truth in Savings Disclosures for Statement Fee terms and conditions.



FUNDS AVAILABILITY POLICY DISCLOSURE

RCB Bank
855-226-5722
www.RCBbank.com
info@bankrcb.net



P.O. Box 189
Claremore, OK 74018

Revised July 2020

PURPOSE OF THIS DISCLOSURE. Our general policy is to allow you to withdraw funds deposited in an account on the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to RCB Bank. The term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

DETERMINING THE AVAILABILITY OF YOUR DEPOSIT. The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

SAME DAY AVAILABILITY. Our policy is to make funds from cash, checks, and electronic direct deposits available to you on the same day that we receive your deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

LONGER DELAYS MAY APPLY. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

HOLDS ON OTHER FUNDS FOR CHECK CASHING. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

SPECIAL RULES FOR NEW ACCOUNTS. If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Same Day Availability. Funds from cash*, wire transfers, and electronic direct deposits made to your account will be available on the day we receive the deposit. In addition, the first \$5,525 of a day's total deposits of:

- U.S. Treasury checks**
- U.S. Postal Service money orders**
- Federal Reserve Bank or Federal Home Loan Bank checks**
- State or Local Government checks**
- Cashier's, Certified, or Teller's checks**



- Traveler's Checks**
- checks drawn on us

will also be available the day of deposit.

Funds Exceeding \$5,525. The excess over \$5,525 of a day's total check deposits will be available by the ninth Business Day after the day of your deposit.

Other Check Deposits. The first \$225.00 from all other check deposits will be available on the second Business Day after the day of deposit if the checks are payable to you. The excess over \$225.00 will be available on the ninth Business Day after the day of deposit.

* **Cash Deposits.** Funds from cash deposits (whether or not they are made in person to an employee of RCB Bank) are made available on the same Business Day that we receive your deposit.

** **Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; Cashier's, Certified, or Teller's checks; and Traveler's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

U.S. Treasury Checks. These checks must be made payable to you and deposited into your account.

U.S. Postal Service Money Orders; or Federal Reserve Bank or Federal Home Loan Bank Checks. These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

State or Local Government Checks; Cashier's, Certified, or Teller's Checks; or Traveler's checks. These checks must be made payable to you, made in person to one of our employees, deposited into your account, and you use a special deposit slip available from SPECIAL DEPOSIT SLIPS ARE NOT AVAILABLE.

If any of these conditions are not satisfied, then the first \$5,525 of a day's total check deposits will be made available no later than the second Business Day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES. If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 7:00 PM CST on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 7:00 PM CST or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

ADDITIONAL ATM INFORMATION. LIMITED AVAILABILITY: Funds may not be available for immediate withdrawal. If you make a deposit through an automated teller machine (ATM) owned by us, we will limit the amount of your deposit that will be immediately available to \$1000.00 per day. Additional amounts will be available the next business day. ATM deposits are subject to review.

Please contact us at 1-855-226-5722 for a list of ATM Machines that accept deposits.

ADDITIONAL DEPOSIT INFORMATION. Mobile-Captured Check Deposits: Funds may not be available for immediate withdrawal. Checks deposited using the RCB Bank Mobile App will be considered received as follows:

If you make the mobile-captured check deposit before 7:00 PM (CST) or on a day we are open, we will consider that day to be the day of your deposit. However, if you make such deposit after 7:00 PM (CST) or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Mobile-captured deposits are subject to review.

Interactive Teller Machine (ITM) Deposits: Deposits can be made at our Interactive Teller Machine (ITM) 24/7 for RCB Bank customers with debit card access. Funds may not be available for immediate withdrawal. Generally, same day availability is limited to the following timeframes: Monday-Friday between 7:30 AM and 7:00 PM (CST) excluding Federal Holidays and other posted closings. If you make a deposit at an ITM after 7:00 PM (CST) on a weekday or on a Saturday, we will consider the deposit made on the next Business day we are open. ITM deposits are subject to review.

ITM Limited Availability: If you make a deposit through an Interactive Teller Machine (ITM) owned by us, we will limit the amount of your deposit that will be immediately available to \$1,000.00 per day for check deposits. Additional amounts will be available the next business day. Please contact us at 1-855-226-5722 for a list of ITMs.



SUBSTITUTE CHECK POLICY DISCLOSURE

RCB Bank
855-226-5722
www.RCBbank.com
info@bankrcb.net



P.O. Box 189
Claremore, OK 74018

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Substitute Checks and Your Rights

WHAT IS A SUBSTITUTE CHECK? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

WHAT ARE MY RIGHTS REGARDING SUBSTITUTE CHECKS? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

HOW DO I MAKE A CLAIM FOR A REFUND? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: (855)226-5722 or
Mail at: RCB Bank
Attention: Deposit Operations
PO BOX 189
Claremore, OK 74018

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check.

Revised December 2018



ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT

RCB Bank
855-226-5722
www.RCBbank.com
info@bankrcb.net



P.O. Box 189
Claremore, OK 74018

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to RCB Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to consumers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your ATM Card (hereinafter referred to collectively as "ATM Card") or Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

TERMS AND CONDITIONS. The following provisions govern the use of EFT services through accounts held by RCB Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

DEFINITION OF BUSINESS DAY. Business days are Monday through Friday excluding holidays.

ATM CARD SERVICES. The services available through use of your ATM card are described below.

ATM CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may make deposits into your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).

DEBIT CARD SERVICES. The services available through use of your debit card are described below.

DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), and money market account(s).
- You may make deposits into your checking account(s), savings account(s), and money market account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).
- You may use your card at any merchant that accepts Visa® debit cards for the purchase of goods and services.
- **PIN-LESS DEBIT TRANSACTIONS - Visa®.** When you use your card on the TransFund, FIS, or Pulse network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa® and may post to your account as an ATM or Debit transaction rather than a Visa® purchase. The provisions of the Visa® cardholder agreement that relate only to Visa® transactions are not applicable to non-Visa® transactions.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

ATM SERVICES.

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your ATM Card or Debit Card through the following network(s): TransFund, FIS, Pulse, or VISA/Plus Network.



ATM FEES. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

POINT OF SALE TRANSACTIONS. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

Your ATM and Debit cards may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

Visa Account Updator (VAU) Visa requires TransFund to provide daily card information update files for use by merchants to maintain accurate card information in their billing systems. Merchants allowing card holders to enroll debit or credit cards for reoccurring payments must receive changes to certain card details (i.e., expiration dates, certain card status and replacement or new card numbers) as they occur.

AUTHORIZATION HOLDS. An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. This authorization hold will not be taken into account when paying items and determining if non-sufficient funds fees should be assessed according to our Overdraft Policy, and if applicable, any overdraft protection plan.

CURRENCY CONVERSION - Visa®. When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

IMPORTANT ADDITIONAL FEE NOTICE. Visa® charges an International Service Assessment Fee on ALL international transactions; including internet transactions made in the U.S. but with a merchant that processes the transaction in a foreign country. Therefore, ALL transactions completed with your Visa® card will be subject to an International Service Assessment (ISA) Fee of 1.0% of the transaction amount when there is a currency conversion. Further, even if there is no currency conversion (the transaction is completed in the same currency as your country as cardholder), the ISA Fee will be 1.0% of the transaction amount.

RCB Bank does not determine the currency conversion rate or the amount of the transaction in U.S. dollars. Your account will be charged the transaction amount as determined by Visa®, plus the 1.000% currency conversion fee.

SERVICES PROVIDED THROUGH USE OF ANYTIME BANKER LINE 1-877-812-4663. You may perform the following functions through use of ANYTIME BANKER LINE 1-877-812-4663:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, and savings and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and money market account(s).

In addition, you may perform other transactions such as: **SERVICES PROVIDED THROUGH USE OF CARD SERVICES LINE 1-855-726-4885.** You may perform the following functions through use of CARD SERVICES LINE 1-855-726-4885

- You may activate or cancel your card
- You may change your PIN number



PREAUTHORIZED TRANSFER SERVICES.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), and money market account(s).

SERVICES PROVIDED THROUGH USE OF ONLINE BANKING, MOBILE BANKING, OR TEXT BANKING. RCB Bank offers its consumers use of our Online Banking, Mobile Banking, or Text Banking service.

You may use your access code to transfer funds between your accounts. Transfers using these systems are limited to your RCB Bank accounts. You may also make a payment on your loan with Online or Mobile Banking.

TEXT BANKING:

You may use your access code to transfer funds between your deposit accounts. Transfers using these systems are limited to your RCB Bank accounts. Mobile Banking alerts are also available. Fees associated with text banking are detailed on the Fee Schedule. Message and data rates apply, see text banking terms and conditions for more details.

INSTAPAY: (Person to Person Payments)

Available in the RCB Bank Mobile Banking App by using your debit card (daily debit card limits apply-see the Card Limitations section for details.) Fees associated with instaPay are detailed on the Fee Schedule. Message and data rates apply, see instaPay terms and conditions for more details.

INTERNET BILL PAY:

By adding this feature, you may pay bills from your checking account using a computer or mobile device. You have two options available for scheduling the payment of your bill. The "Payee Type" you select will determine how the transfer is completed and the applicable rules and regulations that apply to the transaction. Monthly fees for Internet BillPay are detailed on the Fee Schedule.

Electronic Method:

If you choose an Electronic Payee from our list, your payment will be made electronically and, therefore, covered by this agreement. These payments are also treated as a Preauthorized Transfer service if you schedule them to occur automatically.

Check Method:

For all other payees, the payment will be made solely by check, draft, or similar paper instrument drawn on your account. As such, your deposit contract with us, and not this agreement, covers these payments.

Please refer to the Online Banking Agreement for more information. Daily transaction limits may apply for security purposes.

ELECTRONIC CHECK CONVERSION. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

LIMITATIONS ON TRANSACTIONS

TRANSACTION LIMITATIONS - ATM CARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to \$750.00 through use of ATMs in any one day.

TRANSACTION LIMITATIONS - DEBIT CARD.

CASH WITHDRAWAL LIMITATIONS. You may withdraw up to \$750.00 through use of ATMs in any one day.

POINT OF SALE LIMITATIONS. You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

OTHER WITHDRAWAL LIMITATIONS. We reserve the right to impose limitations for security purposes at any time. We reserve the right to lower the daily limits, place additional restrictions, and/or block transactions without notice to help prevent the unauthorized or fraudulent use of your account via EFT. Our actions may include, but are not limited to, blocking transactions with certain types of merchants or retailers, and transactions in, or directed to, certain states and/or foreign countries.

OTHER LIMITATIONS.



- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

NOTICE OF RIGHTS AND RESPONSIBILITIES

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.

TRANSACTION RECEIPTS. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your ATM Card or Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

PERIODIC STATEMENTS. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

OTHER RIGHTS TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS. We may charge a fee for any Stop Payment Orders placed on your account. Please refer to the Fee Schedule for Stop Payment Fee specifics. When a Stop Payment Order is on a consumer account EFT debit transfer, a Stop Payment Order will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits.

PREAUTHORIZED DEPOSITS. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (855)226-5722 to find out whether or not the deposit has been made.

USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the ATM Card or Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your ATM Card or Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Your ATM Card may only be used with your PIN. Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify RCB Bank immediately if your ATM Card or Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your ATM Card or Debit Card or to write your PIN on your ATM Card or Debit Card or on any other item kept with your ATM Card or Debit Card. We have the right to refuse a transaction on your account when your ATM Card or Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your ATM Card or Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN if you have an existing PIN at any RCB Bank ATM or ITM.

If you do not know your existing PIN, you may change it by calling our processor FIS, 1-855-726-4885 or visiting one of our branch locations.

RIGHTS REGARDING PREAUTHORIZED TRANSFERS.

RIGHTS AND PROCEDURES TO STOP PAYMENTS. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (855)226-5722



or

write to: RCB Bank, Attention: Call Center, P.O. Box 189, Claremore, OK 74018

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

NOTICE OF VARYING AMOUNTS. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT. If you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: 1-877-361-0814 (Monday through Friday from 8:00 a.m. to 6:00 p.m. and on Saturday and Sunday from 8:00 a.m. to 8:00 p.m., excluding federal holidays)

or

write to: RCB Bank, Attention: Fraud Dept, P.O. Box 189, Claremore, OK 74018

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

CONSUMER LIABILITY. Tell us AT ONCE if you believe your ATM Card or Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your ATM Card or Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your ATM Card or Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your ATM Card or Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.



ILLEGAL USE OF DEBIT CARD. You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS. In case of errors or questions about your electronic fund transfers,

call us at: (877) 361-0814 Mon-Fri 8am-6pm and Sat-Sun 8am-8pm Closed on Federal Holidays

or

write to: RCB Bank, Attention: Call Center, P.O. Box 189, Claremore, OK 74018

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact RCB Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (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 forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) 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 days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

LIABILITY FOR FAILURE TO COMPLETE TRANSACTION. 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 will be liable for your losses or damages as provided by law. However, there are some exceptions. 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 result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your ATM Card or Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.

PERIODIC CHARGE. We may charge you a fixed monthly or annual charge for the additional services available to you through your ATM Card or Debit Card or otherwise. See the applicable Fee Schedule to determine the amount of the charges.



FEES. You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your ATM Card or Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current Fee Schedule, which is hereby incorporated into this document.

Fee Schedule. The Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from RCB Bank upon request.

PREAUTHORIZED TRANSACTIONS. There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our Fee Schedule, which is incorporated into this document by reference.

CARD REPLACEMENT FEE. We may charge a fee to reissue or replace your ATM or Debit card.

OVERDRAFT FEE. If you opt-in to enhanced bounce protection, we will charge your account for each item presented against insufficient funds on your account (excluding any overdraft limit). This fee may be charged for an ATM or Debit card transaction even when it was preauthorized against sufficient funds in the account at the time of withdrawal or purchase.

Please see the Fee Schedule for specific fee amounts.

DISCLOSURE OF ACCOUNT INFORMATION. You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release RCB Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

AMENDING OR TERMINATING THE AGREEMENT. We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable Fee Schedule which relate to EFT services, at any time upon at least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify RCB Bank of the fact prior to the effective date of the change or amendment and cancel this Agreement. RCB Bank may cancel this Agreement at any time, without giving you prior notice. If you or RCB Bank cancels this Agreement at any time, you shall surrender any card and you may no longer use any of RCB Bank's EFT services other than automated clearing house transfer services.

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your ATM Card or Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.



ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and RCB Bank.

New ATM or Debit cards not activated within 60 days and all cards with no activity for 12 months will be canceled for fraud prevention.

You agree not to reveal your PIN to any person not authorized to access your account.

Revised: March 2021



RCB BANK ELECTRONIC BANKING AGREEMENT

This Agreement is a contract that establishes the rules that cover your electronic usage and access to your account(s) at RCB Bank through Online and Mobile Banking, as well as other ancillary services offered by RCB Bank incorporated into this Agreement. **By using electronic banking services, such as Online Banking, whether by accessing via computer and/or mobile device (smart phone/device, tablet etc.) or Text Banking, you accept all the terms and conditions of this Agreement.** Please read it carefully and keep it for future reference. You agree to be bound by this Agreement, as well as any other agreements, disclosures, rules or notices relating to electronic banking and any other account or loans as may be posted on RCB Bank's website or otherwise made available to you, as applicable, and as amended from time to time. If you do not agree to be so bound, you may not use electronic banking. The Agreement amendments, notices, periodic statements and other communications may be provided to you in electronic format if you have authorized that format of delivery. We recommend that you print or store a copy of this Agreement for your records. If you are unable to print or store a copy of this Agreement or if you experience computer or printer malfunctions, please call us and we will mail you a paper copy of this Agreement. If you have any questions about this Agreement, please contact us at 855-226-5722 prior to acceptance.

DEFINITIONS

"Company", "you" and "your" refer to the account holder authorized by RCB Bank to use Online Banking under the Agreement and anyone else authorized by that account holder to exercise control over the account holders' funds through Online Banking.

"We", "us" and "our" refer to RCB Bank, the financial institution.

"Online Banking" & "Online Banking Services" means the services provided pursuant to this Agreement, including Mobile Banking.

"Account" refers to your account or accounts with us that that you have designated for Online Banking service access and that we allow to be included under this service. You must be an account owner/authorized signer for each account that you designate.

"Access Information" refers to the combination of your Online Banking ID and Password that must be used together to securely access your account information. This could include any username, password, personal identification number (commonly known as a "PIN"), Biometric, token, security phrase or security questions you use to access any account.

"Biometric" means measurable biological (anatomical and physiological) or behavioral characteristics used for identification including but not limited to fingerprints, irises, voice patterns, palm prints and facial patterns.

"Business Day" refers to any day in which we are open and available to customers for the conduct of banking business, or as otherwise described in the Funds Availability Policy Disclosure. Weekends and federal holidays are not included. Please refer to your Disclosures for detailed information regarding Business Days.

"Disclosure" refers to the collection of regulatory disclosures that were provided to you at the time of a depository account opening, such as Truth in Savings Disclosure, Funds Availability Policy Disclosure, Electronic Fund Transfer Disclosure, Privacy Disclosure as well as Fee Schedule. The Disclosures still govern the account.

"Electronic Banking" means accessing accounts or conducting transactions via RCB Bank's website, smart phone application, text enabled service or other services mentioned within this Agreement or other incorporated agreement.

"Electronic Funds Transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your internal RCB Bank accounts using Online Banking, including bill payments, instaPay transactions etc.

"Electronic statements and notices" means an electronic version, or "eStatement", eNotice or eDocument, of your periodic paper bank account statements and notices for eligible checking, savings, money market and/or loan accounts.

"instaPay Request" means, if provided to you, allows you to send payments to another individual.

"Mobile Banking" means any service by which we allow you to access or to use any account via smart-phone, tablet or similar access device/mobile device.

"Payment Instruction" is the information provided by the sender for a payment to be made to a receiver (such as, but not limited to, name, mobile telephone number, email address and bank account and routing number information). It is also the information you provide RCB Bank for a bill payment to be processed to the payee.

"Payment Network" means a debit or credit network (such as the ACH Network or ACCEL/Exchange payment network) through which funds may be transferred.

"Receiver" is a person or business entity that is sent a payment instruction through the instaPay service.

"Requestor" is a person that requests an individual to initiate a payment instruction through the instaPay service.

"Sender" is a person or business entity that sends a payment instruction through the instaPay service.

ONLINE & MOBILE BANKING SYSTEM ACCESS REQUIREMENTS

Online Banking provides you with the convenience and flexibility to perform certain banking transactions and functions for the designated Account(s) through Internet access on your personal computer or mobile device. Your equipment should have the following features for the best use for this service:

- Personal Computer ("PC") – or Apple-compatible computer.
- Apple or Android mobile device, if using RCB Bank's Mobile apps.
- Have sufficient memory on your personal computer and mobile device(s).
- Have a printer or sufficient memory available on your computer to save copies of retrieved documents or communications.
- Have Internet access and Internet browser that meets the following requirements:
 - The latest version of Edge, Firefox, Google Chrome or Safari with the current patches and a minimum of 128-bit encryption.
- Cash Management customers are required to have either a Token app on their mobile device or a hard token to access Online Banking if moving funds outside the bank.

To use Online Banking, you must have at least one account with RCB Bank and a valid email address.

For enrollment, you have the option of self-enrolling at www.rcbbank.com, or you may call Customer Service or visit any RCB Bank location. Online Banking can be used to access only the RCB Bank account(s) for which you are an authorized signer. We undertake no obligation to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder.

SECURE ACCESS

We will provide you with the necessary instructions, including your personal Access Information, to access our Online Banking. We may also utilize identifying information to confirm your identity. For security purposes, you are required to change your password upon initial login to Online Banking. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your password reset. You may establish a password reset question and answer upon login in order to be able to reset your password yourself. Neither RCB Bank nor any of its service providers will ever ask you for your password and you should never give it to anyone else. We recommend that you create a password that utilizes upper and lower case alpha characters, numbers and special characters for security purposes. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children and should be memorized rather than written down. You agree that the use of passwords constitute a reasonable security procedure for the verification of the authenticity and accuracy of transactions initiated through Online Banking. Subject to federal and state law and the terms and conditions of this Agreement, you authorize RCB Bank and our service providers to rely and act upon any transactions or inquiries initiated through Online Banking using passwords and agree to be responsible for any such transaction or inquiry that is processed in good faith whether made by you or someone authorized by you, using your Access Information. You agree to take all reasonable measures to protect the security of your Access Information.

As a precaution, we recommend that you not send email(s) containing confidential Account Information. Also, do not leave your computer while Online Banking is active and logged in, and be sure to close your browser completely when signing off. If you have any concerns or suspicions that an unauthorized person has gained access to your account through Online Banking, we recommend that you change your Access Information if possible and immediately contact our Customer Service. The contact information for Customer Service for security issues is provided below.

Customer Service
PO Box 189
Claremore, OK 74018-0189
(855) 226-5722
8:00 am – 6:00 pm Monday – Friday
8:00 am – 8:00 pm Saturday & Sunday
Excluding Federal Holidays

There may be additional or optional security measures instituted by us from time to time, as we determine necessary to ensure the security of this service.

INFORMATION SECURITY

You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your periodic statement for each of your RCB Bank accounts as soon as received. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your social security number and driver's license number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your login ID and password plus the security questions presented as challenges when Online Banking does not recognize your login behavior as fitting your normal pattern, are designed to provide security against unauthorized entry and access to your accounts. Data transferred from Online Banking is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers using RCB Bank's Online Banking, or email transmitted to and from us, will not be monitored or read by others. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. If you permit other persons to use your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been stolen or lost or that someone may attempt to use Online Banking without your consent or has transferred money without your permission, you must notify RCB Bank immediately by contacting us at 855-226-5722 during customer service hours. You agree that we are not responsible for any electronic virus that you may encounter using Online Banking. We encourage you to routinely scan your computer using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

ONLINE BANKING FUNCTIONS AND SERVICES

The transactions and functions available through Online Banking may include, but are not limited to the following services:

- Balance inquiries
- Transfer funds between RCB Bank accounts in the amounts and on the dates you request (subject to daily processing cutoff times noted below under "Internal Transfers")
- View RCB Bank account histories (120 business days of transaction history on consumer accounts; 547 calendar days of transaction history on business accounts)
- View paid checks
- Order checks
- Place stop payments on checks
- Pay bills from your RCB Bank accounts in the amounts and on the dates you request if you are enrolled in the Bill Payment Service (subject to approval)
- Give other individuals you trust and rely on Online Banking access to your electronic statements
- Make loan payments (certain restrictions apply)
- Change the Account(s) and Access Information for your Online Banking service
- Conduct secure email communication with RCB Bank regarding your Online Banking service
- Elect and access electronic statements and notices
- Person to person payments by debit card through the app (RCB Bank debit card is required)
- Cash Management functions such as ACH, Wires, Remote Deposit Capture, Positive Pay etc. require additional approval and Agreements

The above transaction and function capabilities may be available, either all or in part, depending on the account(s), customer type, or other Online Banking service limitations. We reserve the right to restrict the use of the Online Banking service for an account type or to impose any other limitation or restriction on the use of the service at any time.

FEES AND CHARGES

As of now, RCB Bank's consumer and business online and mobile banking services are generally offered without charge. However, some select services available via online and mobile banking have fees associated with them (stop payment orders, checking supplies, InstaPay, Mobile Deposit, etc.) Please see a current Fee Schedule or visit with a Treasury Services Sales Rep for Treasury Services pricing. You agree that all such fees will be debited from an RCB Bank account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for

your Internet service and mobile phone fees incurred in connection with your use of Online Banking. RCB Bank recommends you review your contract with your Internet service provider and mobile phone carrier before enrolling in services.

HOURS OF ACCESS

Online Banking is available seven days a week, twenty-four hours a day, although some or all Online Banking services may not be available occasionally due to emergency or scheduled maintenance to the Online Banking system. We agree to place notices of any extended periods of non-availability on the website whenever possible. Online Banking may also be unavailable due to equipment problems, internet service interruptions or other disruptions of service. Your access to Online Banking shall be determined at the sole discretion of RCB Bank. RCB Bank reserves the right to suspend, modify or terminate access to Online and/or Mobile Banking at any time and for any reason without notice or refund of previously incurred fees, if applicable. Access to Online Banking will be restricted if no activity has occurred within 365 days. RCB Bank will terminate the Online Banking access after 730 days of no activity. You agree to observe all such changes and that RCB Bank is not responsible for any interruption, loss or liability that may occur should you, your mobile handheld device, or your computer not support such changes.

TRANSFERS

Transfers made via Online/Mobile Banking are subject to this Agreement, RCB Bank's Electronic Funds Transfer Agreement and your RCB Bank Deposit Account Agreement terms and conditions. RCB Bank reserves the right to cancel or refuse a transfer. We are not obligated to provide notification of your transfer being canceled or refused if you attempt to make transfers that are prohibited under this Agreement, any additional agreement affecting the terms of your account(s) or federal and state law. You will also be held responsible for any additional fees charged in accordance with our Fee Schedule, Bounce Protection Disclosure, Enhanced Bounce Protection Plan Disclosure and/or as agreed upon in applicable Treasury Services agreements.

Internal Transfers – Internal Transfers are monetary transfers between your eligible accounts at RCB Bank. You may make one-time or recurring transfers between eligible accounts at RCB Bank. The posting of transfers depends on the time and day of the transaction. One-time transfers requested through Online Banking before 7:00 pm (Central Standard Time) on a business day will post the same day and be included in the available funds for the receiving account. Transfers requested after 7:00 pm (Central Standard Time) on a business day, or requested on a non-business day, will post on the next business day to the receiving account and will be considered available funds on that day. Recurring transfers will post during nightly processing. If a recurring transfer falls on a weekend or holiday, it will post on the next business day. More information related to RCB Bank's business days can be found in the Funds Availability Policy Disclosure provided to you at account opening, periodically when the disclosure requires updates, or upon request. Online Banking identifies transfers based upon the login ID of the user who made the transfer. You may also make internal transfers between your account that you are an authorized signer on at RCB Bank and another RCB Bank account not owned by you through the instaPay service.

Transaction Limitations – The maximum dollar amount that we permit for a one-time transfer or a recurring transfer between your account(s) is determined by the balance of the account that you are debiting, including Bounce Protection when applicable. We reserve the right to amend these limits and may refuse to process any transfer that exceeds them. We further reserve the right to limit the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount. You are required to have sufficient funds available in the funding account for one-time transfers at the time the transfer is set up. For recurring transfers, you are required to have sufficient funds available in the funding account by the end of the business day the transfer is to be processed.

Transfer Funding - In order for us to process an Online Banking transfer request, the account that you have designated for the debit must have sufficient funds to cover the transfer, including any Bounce Protection when applicable, and the funds must be considered available as described in our Funds Availability Policy. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. Please refer to your Fee Schedule for any Insufficient (NSF) Return Item, Overdraft Paid Item, Bounce Paid Item or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient funds in the designated debit account. We reserve the right to cancel the transfer request and to review your Online Banking service privileges. We also reserve the right to overdraw your account to complete the transfer, whether or not we have overdrawn the account for a transaction in the past or continue to do so in the future, and hold you responsible for any related fees that may be assessed for the overdraft. Please refer to RCB Bank's Bounce Protection Disclosure and Enhanced Bounce Protection Plan disclosure provided to you at account opening, or available online, for more information related to overdrafts.

Transfer Cancellation – A one-time transfer is immediate and cannot be cancelled. The deadline for cancelling a recurring transfer request is before 7:00 pm (Central Standard Time) on the business day the transfer is scheduled. Online Banking identifies transfers based upon the login ID of the user who made the transfer.

External Transfers – External transfers are monetary transfers *from* an account(s) that you are an authorized signer on at RCB Bank to an external financial institution using your debit card. Payments can be sent to a receiver using a phone number or email address. See instaPay section for more details and information. We reserve the right to limit or discontinue this service at any time.

OVERDRAFTS

If your account has insufficient funds to perform any transfers you have requested for a given business day, the electronic fund transfers initiated through Online Banking which would result in an overdraft of your account(s) may, at our discretion, be cancelled. In the event the electronic fund transfers initiated through Online Banking, which would result in an overdraft of your account, are not cancelled, overdraft charges may be assessed pursuant to the terms of your deposit agreement for that account. Please refer to RCB Bank's Bounce Protection Disclosure and Enhanced Bounce Protection Plan disclosure provided to you at account opening, or available online, for more information related to overdrafts.

LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING TRANSACTIONS

The number of transfers from RCB Bank accounts and the amounts that may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold has expired. See RCB Bank's Funds Availability Policy Disclosure for more information about holds.

STOP PAYMENT ORDER REQUESTS

Stopping the payment of a check is different from the cancellation of a bill payment. Once an electronic bill payment has been debited from your account, you cannot cancel or stop the bill payment. You may be able to stop an Online Banking bill payment by paper draft by contacting us by telephone before the paper draft has cleared. You will need to contact us by telephone to determine if the paper draft has been presented for payment or cleared. If the paper draft has not cleared, we will immediately process your stop payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop payment request must accurately and precisely identify the name of the payee, check date, check number and amount. Please contact us at 855-226-5722 for assistance in placing a stop payment on an Online Banking bill payment paper draft.

You may initiate stop payment order requests via Online Banking only for paper checks that you have written (non-electronic) on your RCB Bank accounts or on paper draft bill payments. To be effective, this type of stop payment request must accurately and precisely identify the name of the payee, check date, check number and amount.

If you make your stop payment order requests by telephone or online, we may also require you to put your request in writing and provide to us within 14 days of your verbal request. You will be assessed a stop payment fee as disclosed in our Fee Schedule for the applicable account.

DISCLOSURE OF ACCOUNT INFORMATION AND TRANSFERS

You understand information about the transfers you make or your accounts may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We also routinely inform credit bureaus when accounts are charged off because they were not handled properly. We also seek information about you from others, such as a credit bureau, in connection with opening of your account. You agree and hereby authorize all of these transfers of information.

MOBILE BANKING

As used in this Agreement, "Mobile Banking" means any service by which we allow you to access or to use any Account via smart-phone, tablet or similar Access Device/Mobile Device to access RCB Bank's Online Banking service. Access Device/Mobile Device means a wireless device, not a personal computer, including a mobile phone or personal digital assistant (PDA) that has text messaging capabilities and/or is Internet (Web) enabled. Your wireless provider's standard rates apply to Internet access, including messaging rates that apply to SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access and messaging plans. Your wireless provider may impose Internet access, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

You represent that you are the owner or authorized user of the access device/mobile device you use to receive our mobile banking service, and that you are authorized to approve the applicable charges. You agree that we may send messages through your wireless provider to you and that your wireless provider is acting as your agent when sending and receiving messages. We

may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for mobile banking.

Your wireless provider and other service providers may also collect data from your mobile banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your mobile banking usage in connection with our Online Banking service. Nonetheless, we reserve the right at all times to disclose any information necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property.

Our mobile banking service, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors, and are for your personal, noncommercial use only. You will not damage, impair, interfere with, or disrupt our Online Banking service or its functionality.

You agree that if you are using our mobile banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges. You agree to indemnify, defend, release and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorney's fees) arising from your use of the mobile banking and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement.

BIOMETRIC SERVICES

Touch ID and Facial Recognition are services provided by the Apple iOS; Fingerprint and Facial Recognition are services provided by the Android OS. Using Biometric Services allows you to use your fingerprint or facial recognition instead of entering your username and password to access Online Banking. Fingerprint and facial recognition information is stored on your device only. When Biometric Services are used to authenticate a fingerprint to your device, a secure token is exchanged with us to permit access. We never receive or see your fingerprint information.

For information on how Apple protects your biometric and Keychain data, please see Apple's Privacy Policy and iOS security guides. Similarly, for information about the Android OS based system, please see Google's Privacy Policy and OS security information.

By using a Biometric Service, you understand and agree that anyone with a fingerprint registered in Touch ID or Fingerprint on your Access Device: (a) may access your Account(s) in Online Banking including but not limited to your Account information; (b) may conduct transactions on your Account(s); and (c) is authorized to access and use your Account(s).

WE ADVISE YOU TO RENEW AND CONFIRM THAT ALL REGISTERED FINGERPRINTS OR FACIAL RECOGNITION IMAGES BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY USING A BIOMETRIC SERVICE, WE RELY ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED FINGERPRINT OR FACIAL RECOGNITION IMAGE HAS PROPER AUTHORITY AND IS AN AUTHORIZED USER.

USE OF THE BIOMETRIC SERVICES

In order to use the Biometric Services, you need to enable it on your device through your OS settings. Please review all information and guidance provided by Apple and Google for their respective processes to understand the associated risks and features. Once enabled on your device, you can then enable the use of Biometric Services from within the Online Banking app. To enable or disable the feature, navigate to the "Settings and Profile" section of the app. You can then toggle the feature "On" or "Off" with the indicators on that screen.

WAIVER OF TWO-SIGNATURE REQUIREMENT

You recognize that any requirement to verify two signatures on checks, if such a requirement exists, does not apply to electronic or mobile phone transfers, including online bill payments and instaPay transactions, and you release RCB Bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or mobile phone transfers, including online bill payments and instaPay transactions from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

PERIODIC STATEMENTS

You will not receive a separate Online Banking statement. Transfers to and from your account(s) using Online Banking will appear on the respective periodic paper statements or eStatements for your RCB Bank accounts. You can utilize Online Banking to enroll in eStatements for your checking and savings accounts. If you enroll in eStatements, you are authorizing us to stop delivering paper statements for the account(s) you designate. Enrollment in eStatements will be your authorization to us to stop delivering paper statements for the account(s) you designate. You will only be able to view your eStatements online in Online Banking. You can use the eDocuments/Sign Up/Changes options in Online Banking to enroll or make changes. See below for more information regarding eStatements and other eDocuments.

ERROR RESOLUTION

For consumer accounts, please review the Electronic Fund Transfer Disclosure that was provided at account opening. For business accounts, please review your Deposit Account Agreement that was provided at account opening.

OUR LIABILITY FOR FAILURE TO MAKE A TRANSFER

If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:

1. If your account is closed, or if it has been frozen.
2. If, through no fault of ours, you do not have enough money in your account to make a transfer.
3. If a legal order directs us to prohibit withdrawals from the account.
4. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
5. If any telecommunication device, electronic terminal or any part of Online Banking electronic fund transfer system is not working properly and you knew about the problem when you started the transfer.
6. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit of any credit arrangement set up to cover overdrafts.
7. If you have not provided us with complete and correct payment information for the bill pay service, including, without limitation, the address, name, payment date, payment amount and your payee-assigned account number for the payee on the bill payment.
8. If you have not properly followed the on-screen instructions for using Online Banking.
9. If circumstances beyond our control, such as flood, fire, interruption in telephone service or other communication lines, prevent the transfer, despite reasonable precautions that we have taken.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

IMMEDIATELY CONTACT US if you believe your Online Banking password or your mobile handheld device has been stolen, lost, used without your authorization or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your account(s), plus your maximum overdraft line of credit, if any. You assume full responsibility for the security and confidentiality of your passwords, personal identification numbers, and mobile phone numbers used to access Online Banking services.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with Online Banking or mobile banking services provided to you under this Agreement. We do not and cannot warrant that Online Banking will operate without errors, or that any or all Online Banking services will be available and operational at all times.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO ONLINE BANKING, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF RCB BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH ONLINE BANKING.

YOUR LIABILITY

You are responsible for the activity performed through Online Banking using your access information, including any activity performed by others who use your access information whether or not authorized by you as disclosed in our Electronic Fund Transfer Disclosure. You also agree to review your account activity, both online and through the periodic statements. Any questions or concerns about any activity should be directed to our Customer Service as provided in your Electronic Fund Transfer Disclosure. You agree not to use Online Banking to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, NACHA Operating Rules, and the terms and conditions of this Agreement, and any other Deposit Account Agreement or Disclosure by reference, in regards to this Online Banking service or any transaction or functions performed using this service. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Deposit Account Agreement will take precedence over this Agreement. You agree to provide and maintain the appropriate and required system hardware and software necessary to access the Online Banking service per our system and modem specifications. If you decide not to maintain such hardware and software, you may cancel the service at any time by contacting Customer Service.

OUR LIABILITY

We are responsible for taking all reasonable measures to ensure that the Online Banking service is available and functioning optimally, reserving the right to temporarily remove the service from access for maintenance or upgrades from time to time. We also accept responsibility to process any function or transaction requested by you through the service in a timely manner when submitted within the terms and conditions of this Agreement. We will provide you with the system specifications for this service and of any amendments as they occur from time to time. We accept no responsibility, and you agree to hold us harmless, from any delay or inaccuracy of any transaction or function due to an interruption or loss of communications in the service provided by your Internet or browser provider, or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless, for any system virus or other system problem attributable to the Online Banking service or to your Internet service provider.

CANCELLING SERVICE

Your Right to Terminate - You may cancel your Online Banking service at any time by contacting Customer Service at (855)226-5722 or by providing written notice by either fax or postal mail. Your access to Online Banking will be removed within (3) three business days of our receipt of your instructions to cancel the service. You will continue to be responsible for any outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate – You agree that we can terminate or limit your access to Online Banking services for any of the following reasons. (1) Without prior notice, if you have insufficient funds in any of your RCB Bank account. Online Banking may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, overdrafts and debits. (2) Request from you to cancel Online Banking services. (3) Upon reasonable notice, for any other reason in our sole discretion.

We reserve the right to refuse your application for Online Banking or any of the ancillary products listed in this Agreement if your account is not in good standing, and to suspend, restrict or cancel your authorization to use these services, at any time, at our discretion. The service(s) may also be discontinued if they are not being used. If service is reinstated, this Agreement will remain in effect.

RCB BANK ONLINE AND MOBILE BANKING USER AGREEMENT AND TERMS AND CONDITIONS (February 2021)

BILL PAY

If you apply for our bill paying service through Online Banking, it is not a proprietary service. We are offering this service (iPay) under a licensed agreement with Jack Henry & Associates, (“Licensee”), which includes any sub licensor, successor, assignee or provider of any associated hardware or software needed by the Licensee to support this service. The following provisions are specific to Bill Pay and are in addition to the terms and conditions provided in the Agreement for Online Banking and the Bill Pay Agreement provided when you apply for Bill Pay.

DEFINITIONS

“Company”, “you” and “your” refer to the accountholder authorized by RCB Bank to use Bill Pay under the Agreement and anyone else authorized by that accountholder to exercise control over the account holders’ funds through Bill Pay.

“We”, “us” and “our” refer to RCB Bank, the financial institution.

“Bill Pay” means the bill pay service.

“Agreement” means these terms and conditions of the bill pay service.

“Payee” is the person or entity to which you would like a bill payment to be directed.

“Payment Instruction” is the information provided by the sender for a payment to be made to a receiver (such as, but not limited to, name, mobile telephone number, email address and bank account and routing number information). It is also the information you provide RCB Bank for a bill payment to be processed to the payee.

“Account” is the checking account from which bill payments will be debited.

“Electronic Funds Transfers” means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your internal RCB Bank accounts using Online Banking, including bill payments, instaPay transactions etc.

“Business Day” refers to any day in which we are open and available to customers for the conduct of banking business, or as otherwise described in the Funds Availability Policy Disclosure. Weekends and federal holidays are not included. Please refer to your Disclosures for detailed information regarding Business Days.

“Processed/Payment Date” is the date when your bill payment will be processed.

“Delivery Day/Deliver By” is the estimated date when the payment should reach the payee or the date you select to have your bill payment received by the payee (for rush deliveries).

“Scheduled Payment” is a bill payment that has been scheduled through bill pay but has not processed yet.

USING BILL PAY

Bill Pay is available to you through Online Banking at any time, 24 hours a day and seven days a week unless the system is undergoing maintenance. You can access this service in the same manner as you access Online Banking, using your Access Information and meeting any other security measures that we may institute. You must have RCB Bank’s Online Banking and at least one checking account with RCB Bank, as well as access to Internet service. You may not pay bills from a savings account. You can also access Bill Pay through RCB Bank’s mobile banking apps on a mobile device (iOS and Android mobile devices). You must enroll at www.RCBBank.com. If approved for Bill Pay, you must indicate the account that is to be considered as the designated account to be debited for your bill-paying activities. You must maintain sufficient available funds in the designated account to satisfy the expected payment activity.

LIMITS ON AMOUNTS AND FREQUENCY OF BILL PAY TRANSACTIONS

The number of transfers from RCB Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and this agreement for those accounts. If a hold has been placed on deposits made to an account from which you wish to pay a bill, you cannot use the portion of funds held until the hold expires.

Daily and transaction limits may apply for security purposes. Payments should not exceed the available balance, including any Bounce Protection, in your account on the payment processing date.

WAIVER OF REQUIREMENTS FOR TWO SIGNATURES

You recognize that any requirement to verify two signatures on checks, if such a requirement exists, does not apply to Bill Pay, and you release RCB Bank from liability when making such payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make online bill payments from your account, even though that person’s authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

PAYMENT DELIVERY DATE

Bill payments set up before 2:00 pm (Central Standard Time) on a business day will be processed the same day. Bill payments set up after 2:00 pm (Central Standard Time) or on weekends or holidays will be processed on the next business day. For scheduled payments falling on a weekend or holiday, you will be able to choose if you want the bill payment to process before or after the scheduled date that falls on a weekend or holiday. We require at least 3-4 days as a set-up time for electronic payments and at least 5-7 days as a set up time for your check payments to those payees that cannot yet accept an electronic payment and are to receive a check through our service. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the due payment and set up the next payment to that payee through our bill paying service.

PAYMENT AUTHORIZATION AND REMITTANCE

By providing RCB Bank’s Bill Pay system with names and account information of payees to whom you wish to direct payments, you authorize RCB Bank to follow the payment instructions that it receives through the Bill Pay system. In order to process payments more efficiently and effectively, RCB Bank may edit or alter payment data or data formats in accordance with payee directives.

When RCB Bank's Bill Pay system receives payment instructions, you authorize us to debit your account for electronic bill payments and remit funds on your behalf so that the funds arrive as close as reasonably possible to the delivery date designated by you. For paper draft bill payments, you authorize a paper draft to be processed and mailed to your payee so that the funds arrive as close as reasonably possible to the delivery date designated by you. Paper draft bill payment items will not be debited from your account until the item is processed by your payee and processed through the Federal Reserve system to us. You also authorize RCB Bank to credit your account for payments returned to RCB Bank by the payee, or payments remitted to you on behalf of another authorized user of bill pay.

PAYMENT METHODS

For each bill payment transaction, RCB Bank reserves the right to select any or all combinations of method(s) in which to remit funds on your behalf to your payee. These payment methods may include, but may not be limited to, an electronic payment (the funds will be deducted from your account on the payment date), a paper draft bill payment (the funds will be deducted from your account when the paper draft is presented to RCB Bank for payment). Certain electronic payments may post on the payee side as a single-use, pre-paid card, which means you will not recognize card numbers within payment confirmation communications you might receive. Regardless of the payment method(s) used to process your payment(s), it is your responsibility to ensure that adequate funds are available in your account to clear the bill payment transaction(s).

OUR LIABILITY FOR FAILURE TO MAKE A PAYMENT

We and the Licensee when indicated, assume responsibility for all reasonable efforts to process your payments through Bill Pay in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement.

YOUR LIABILITY FOR UNAUTHORIZED USE

NOTIFY US IMMEDIATELY if you believe your Online Banking or mobile device passwords have been stolen, lost, used without your authorization, or otherwise compromised or if someone has accessed your account without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). You assume full responsibility for the security and confidentiality of your passwords and personal identification numbers used to access Online Banking and bill pay.

RCB Bank will use its best efforts to make all your payments properly. However, RCB Bank shall incur no liability if the bill payment system is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- (i) The payment processing center is not working properly and you know or have been advised by the bill payment system about the malfunction before you execute the transaction;
- (ii) If, through no fault of the bill payment system, your account does not contain sufficient funds to complete the transaction;
- (iii) You have not provided the bill payment system with the correct account information, or the correct name, address, phone number, or account information for the payee;
- (iv) Circumstances beyond the control of the bill payment system, (such as but not limited to, flood, fire, 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 above exceptions are applicable, if the bill payment system causes an incorrect amount of funds to be removed from your account or causes funds from your account to be directed to a payee which does not comply with your payment instructions, the bill payment service provider shall be responsible for returning the improperly transferred funds to your account and for directing to the proper payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

PAYMENT CANCELLATION REQUESTS

Bill Payments process twice a day on every business day, once at 7:00 am (Central Standard Time) and again at 2:00 pm (Central Standard Time). If the payment was scheduled after the 7:00 am time, you can make edits or delete that payment until 2:00 pm. If the payment processed in the 7:00 am time, you would need to contact us to do a stop payment on a paper check payment (normal stop payment fees would apply). For an electronic/ACH payment, you would need to contact your payee to refund the payment. If you have questions or problems cancelling a payment, contact our Customer Service at the phone number provided in this Agreement.

STOP PAYMENT ORDER REQUESTS

Stopping the payment of a check is different from the cancellation of a bill payment. Once the electronic bill payment has been debited from your account, you cannot cancel or stop the bill payment. You may be able to stop an Online Banking bill payment by paper draft by contacting us by telephone before the paper draft has cleared. You will need to contact us by telephone to determine if the paper draft has been presented for payment or cleared. If the paper draft has not cleared, we will immediately process your stop payment order request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop payment order request must accurately and precisely identify the name of the payee, check date, check number and amount. Please contact us at 855-226-5722 for assistance in placing a stop payment order on an Online Banking bill payment paper draft.

You may initiate stop payment order requests via Online Banking only for paper checks that you have written (non-electronic) on your RCB Bank accounts or on paper draft bill payments. To be effective, this type of stop payment order request must accurately and precisely identify the name of the payee, check date, check number and amount.

If you make your stop payment order requests by telephone or online, we may also require you to put your request in writing and provide to us within 14 days of your verbal request. You will be assessed a stop payment fee as disclosed in our Fee Schedule for the applicable account.

PROHIBITED PAYMENTS

Payments to payees outside of the United States or its territories are prohibited through the bill pay system. In addition, payments that violate any statute, law, ordinance or regulation, and any payments related to illegal gambling, illegal gaming and/or any other illegal activity are prohibited through the bill pay system.

BILL DELIVERY AND PRESENTMENT

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

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

Activation – Upon activation of the electronic bill feature, the bill payment system may notify the payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from payee to payee and may take up to sixty (60) days, depending on the billing cycle of each payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the payee. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic payee 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 payee shall be deemed by us to be your authorization for us to obtain bill data from the payee on your behalf. You will be asked to provide us with your user name and password for all payee(s). By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – The bill payment system will use its best efforts to present all of your electronic bills promptly. In addition to notification with in the bill payment system, the bill payment system may send an email notification to the email 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 login to the bill payment system and check on the delivery of new electronic bills. The time for notification may vary from payee to payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic payee 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 payee to payee. It may take up to sixty (60) days, depending on the billing cycle of each payee. The bill payment system will notify your electronic payees 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 bill payment system 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 RCB Bank harmless should the payee fail to deliver your statement(s). You are responsible for ensuring timely payments of all bills. Copies of previously delivered bills must be requested from the payee directly.

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

This agreement does not alter your liability or obligations that currently exist between you and your payees.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the bill payment system provided to you under this Agreement. We do not and cannot warrant that the bill payment system will operate without errors, or that any or all Online Banking services will be available and operational at all times.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO ONLINE BANKING, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF RCB BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH ONLINE BANKING.

SECURITY

You understand the importance of your role in preventing misuse of your accounts through Online Banking and Bill Pay and you agree to promptly examine your periodic statement for each of your RCB Bank accounts as soon as received. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your social security number and driver's license number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your login ID and password plus the security questions presented as challenges when Online Banking does not recognize your login behavior as fitting your normal pattern, are designed to provide security against unauthorized entry and access to your accounts. Data transferred from Online Banking and Bill Pay is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that the Online Banking and bill pay are secure, you acknowledge that the Internet is inherently unsecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers using RCB Bank's Online Banking, Bill Pay or email transmitted to and from us, will not be monitored or read by others. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the bill payment system. If you permit other persons to use the Bill Pay system or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe your password or other means to access your account has been lost or stolen or that someone may attempt to use bill pay without your consent or has transferred money without your permission, you must notify RCB Bank immediately by contacting us at 855-226-5722 during customer service hours. You agree that we are not responsible for any electronic virus that you may encounter using Online Banking. We encourage you to routinely scan your computer using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

UNAUTHORIZED PAYMENTS

If you suspect an unauthorized bill payment on your account, contact us at one. Your rights and responsibilities depend on the type of transaction (e.g. electronic or paper check) and the type of account (e.g. personal or business purpose) you have with us. Please see your Electronic Fund Transfers Disclosure, Deposit Agreement and terms and conditions of your account disclosures for more information and instructions.

FAILED OR RETURNED TRANSACTIONS

By using the bill payment system, you are requesting RCB Bank to make payments for you from your RCB Bank account(s). If we are unable to complete the transaction for any reason associated with your account (for example, there are insufficient funds in

your account to cover the transaction), the transaction will not be completed. You agree that you will reimburse RCB Bank immediately upon demand the transaction amount that has been returned to the bill payment system. In the event that you request RCB Bank to attempt to recover an electronic payment that has been debited from your account due to an error on your part, you agree to reimburse RCB Bank any fees it incurs in attempting to collect such payment(s).

CHANGE IN TERMS

We may change any term of this Agreement at any time. If the change would result in increased fees for any Bill Pay service, fewer types of available electronic fund transfers, increased liability for you, or stricter limitations on the frequency or dollar amounts of transfers, we agree to give you notice at least 30 days prior to the effective date of any such change, unless an immediate change is necessary to maintain security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the RCB Bank Online Banking website or forward it to you by postal mail or email. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our bill payment system, we will not notify you of the change in terms. Your continued use of any or all subject Online Banking services indicates your acceptance of the change in terms. We reserve the right to reduce, waive or reverse changes or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

YOUR RIGHT TO TERMINATE

In the event you wish to terminate your bill payment service, you may cancel at any time by contacting us by phone, secure chat or in any other form or manner acceptable to us. When not cancelled in writing to us, we may require a written confirmation of the service cancellation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the service for any remaining payees. Any payment(s) the bill payment system has already processed before the requested termination date will be completed by the bill payment system. All scheduled payments including recurring payments will not be processed once the bill pay service is terminated.

OUR RIGHT TO TERMINATE

You agree that we can terminate or limit your access to the bill payment system for any of the following reasons:

- (i) Without prior notice, if you have insufficient funds in any one of your RCB Bank accounts, the bill payment service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, debits, and pending transfers.
- (ii) For any reason whatsoever in our sole discretion and upon

You agree we may cancel this Agreement at any time and terminate your access to this service and/or Online Banking. We will take reasonable measures to reach you concerning the service cancellation, but are under no obligation to provide you such notice. If you enroll in the bill payment service but do not initiate any payments for 180 consecutive days, your bill payment service will be cancelled without prior notification. Further, your bill payment service may be terminated if RCB Bank deems you have made improper use of the bill payment service.

PAYEE LIMITATION

RCB Bank reserves the right to refuse to pay any payee to whom you may direct a payment.

RETURNED PAYMENTS

By using the bill payment system, you understand that payees and/or the United States Postal Service may return payments to RCB Bank for various reasons such as, but not limited to, payee's forwarding address expired; payee is unable to locate account, payee's account number is invalid, or payee account is paid in full. The bill payment system will use its best efforts to research and correct the returned payment and return it to your payee, or void the payment and credit your account.

ERROR RESOLUTION

For more information about your rights and obligations related to error resolution of electronic fund transfers, please refer to the Electronic Fund Transfers Disclosure and Agreement you received when you opened your account. If you need a new copy of this disclosure, please contact us at (855) 226-5722.

TREASURY MANAGEMENT. Please refer to the Treasury Management Agreement for information regarding Treasury Management products.

ELECTRONIC STATEMENTS (eSTATEMENTS), ELECTRONIC NOTICES & EDOCUMENTS AGREEMENT

The following establishes the rules that cover your enrollment and participation in electronic statements (“eStatements”) and notices through RCB Bank Online Banking. As used in this agreement, **By submitting your enrollment, you accept the terms and conditions of this Agreement. Please read it carefully.**

RECEIVING DISCLOSURES ELECTRONICALLY

Enrollment in electronic statements and notices (eDocuments) is only available to customers with access to RCB Bank’s Online Banking. For accounts with joint and/or multiple designated account owners, only one account holder’s authorization is required to enroll in electronic statements and notices. RCB Bank’s Online Banking retains up to 18 months of account statement history. The history starts building with the first electronic statement after your enrollment in electronic statements. After enrollment, we will stop mailing your paper account statements for any accounts enrolled in eStatements. This agreement applies to both electronic statements and notices. You have the option to choose which accounts to enroll, as well as which types of statements and/or notices you would like to receive electronically. You can change your elections, including opting out of eStatements and eDocuments entirely, at any time by logging in to RCB Bank’s Online Banking system.

USING THIS SERVICE MAY STOP DELIVERY OF PAPER RECORDS

By enrolling in electronic statements and notices, you may electronically access, review, download and print account statements and notices for the accounts you designate. We will no longer deliver periodic paper statements for these accounts. Any account available on RCB Bank Online Banking that is not enrolled in electronic statements and notices will continue to have periodic account statements and notices delivered in paper form.

WE WILL NOTIFY YOU BY EMAIL WHEN YOUR STATEMENT OR NOTICE IS READY FOR YOUR REVIEW

We will send an email that your electronic statement(s) and/or notice(s) are available on RCB Bank’s Online Banking. We will use the email address that was provided during enrollment for electronic statements and/or notices. All emails sent by us to the email address on file will constitute notice and delivery to you and all designated account owners whether or not you access or review the electronic statement and/or notice. You agree to maintain access to RCB Bank Online Banking in a manner that gives you continuous ability to review, download, access and print your electronic statement(s) and/or notice(s), even if all designated account owners may not have access to such email address.

It is each designated account owners sole responsibility to review and access promptly their own electronic statement(s) and/or notice(s). All electronic statements and notices delivered in electronic form are binding just as if they were delivered in paper form.

YOU MUST KEEP US INFORMED OF YOUR CURRENT EMAIL ADDRESS

You agree to update your email address within RCB Bank Online Banking as changes occur. Updates to your electronic statement and/or notice email address within RCB Bank Online Banking can be made on the Options tab. You may also choose to contact us by phone at 855-226-5722 or send us a secure message via your Online Banking using the Contact option to update your email address.

YOU MAY STOP THE ELECTRONIC STATEMENT AND/OR NOTICE SERVICE AT ANY TIME

You or any designated account owner may revoke consent for the electronic statement and/or notice for one or more designated accounts at any time by contacting us at any time at 855-226-5722 or by cancelling enrollment in electronic statements and/or notices in Online Banking. Posting of your account statement(s) to RCB Bank Online Banking and email notifications will continue until: (a) you terminate electronic paper statements and/or notices, (b) you close your account with us, or (c) termination of your Online Banking with us.

Please note: There may be consequences for revoking your consent for an electronic statement. Please review the most current account disclosures and Fee Schedule applicable to your specific account for any impacts of cancelling electronic statements. Some account types require electronic statements as a qualifying factor to receive rewards or to avoid a fee.

We reserve the right at our sole discretion, to discontinue the provision of your electronic statement and notice service for any or all designated accounts. Upon such termination, delivery of paper account statements will resume within a reasonable timeframe. Termination of electronic statements and notices does not affect the validity or legal effect of any account

statement delivered to you or any designated account owners through Online Banking. Termination of electronic statements and notices does not terminate the RCB Bank Online Banking service unless otherwise stated.

HOW TO GET PRINTED COPIES OF STATEMENTS

If you would like paper copies of any periodic account statements delivered via the electronic statement channel, please sign into your RCB Bank Online Banking and download the documents needed and print them from your computer. You can also contact us at 855-226-5722 and request printed copies. A fee may apply for this service. Please be sure to ask an RCB Bank employee regarding fees or you can see a current Fee Schedule for details. A request for a paper copy does not cancel your electronic statement and/or notice service.

COMPUTER EQUIPMENT AND SOFTWARE ARE NEEDED

By consenting to this agreement, you agree that you have adequate access to a computer with sufficient internet connectivity and software to receive email notifications, access Online Banking and review your periodic statements. This includes the following:

- Local, electronic storage capacity to retain our communications and/or a printer to print them
- Up to date internet browser that we support to access your account(s) through Online Banking or if accessing your account(s) through our mobile applications, one of the mobile operating systems we support
- An up to date device or devices (e.g., smartphone, mobile device, computer, tablet, etc.) suitable for connecting to the internet or for downloading our mobile applications or accessing our mobile websites
- A valid email account and software to access it
- Software that enables you to view files in the Portable Document Format ("PDF"), such as Adobe Reader.

These are subject to change periodically and it is your responsibility to ensure that you have adequate hardware and software to use electronic statements and notices services.

SERVICE AVAILABILITY

The service providing electronic statements and/or notices is generally available 24 hours a day, 7 days a week; however, this service may be unavailable from time to time for routine software and hardware maintenance, or due to unscheduled down time.

RISKS AND DISRUPTIONS

Certain risks are associated with the transmission of confidential information through the internet including but not limited to unauthorized access, delays, system outages, disruptions in telecommunications services and the internet. Email is not private or secure. The email notification sent to you alerting you that your electronic statement and/or notice has been posted to your Online Banking account is an unencrypted, automatic alert. Although the alert is not intended to contact personally identifiable confidential financial information, it may contain part or all of your name or other identifying information, which could be seen or intercepted by others if delivered to your business address or other electronic devices or computers not exclusively under your control. Please do not respond to the alert emails by return email, or use it to request information, paper copies, service or other items or to revoke consent. We will not be responsible to act upon requests made in that manner.

THIS AGREEMENT AMENDS AND IS IN ADDITION TO ALL OTHER AGREEMENTS

The authorization, terms and conditions and consent set forth herein constitute an agreement by you to use the electronic statements and/or notices as described herein and may be modified or amended by us upon written notice sent to you or by posting to an updated agreement to your Online Banking account and sending you an email notification or similar written notice thereof. Your continued use of electronic statements and/or notices after such notification of change shall be understood as your agreement to be bound by all such changes. This agreement is in addition to and part of the terms and conditions of the other agreement(s) governing your use of electronic statements and/or notices and your accounts and relationship with us. It constitutes an amendment of those agreements specifically where sections relate to delivery of selected periodic statements for designated accounts.

FEDERAL LAW

You acknowledge and agree that your consent to use the electronic statements and/or notices service as described herein is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

ELECTRONIC STATEMENT AND NOTICE AUTHORIZATION

You understand that you will no longer receive paper statements and/or selected notices, and agree to receive your account statements and/or notices electronically. You understand that you may at any time request a copy of a paper statement and that additional fees may apply.

You understand you may discontinue electronic statements and/or notices and return to paper documents at any time by contacting RCB Bank Customer Service. Such request will terminate this electronic statement and/or notice authorization for the referenced account and with the loss of electronic statements, fees may be incurred and you may not qualify for rewards should you be in a rewards account type. Please refer the most current Fee Schedule or account disclosures provided during account opening.

You agree to review your electronic statements and/or notices promptly each month and will notify the bank immediately of any suspected errors, alterations or irregularities, including unauthorized access to your account.

ELECTRONIC STATEMENTS & NOTICES AGREEMENT AND TERMS AND CONDITIONS (February 2021)

MOBILE DEPOSIT AGREEMENT AND TERMS AND CONDITIONS

Mobile Deposit is an optional feature that allows you to use your Capture Device to make deposits to an account by capturing an image of a check and transmitting it to us. You must be enrolled in Online Banking and download our Mobile Banking application to access Mobile Deposit. We are responsible only for exercising ordinary care in accepting deposits made by you through Mobile Deposit. We are not liable for any damages, loss, or fees you incur (a) if you or we are experiencing technical or other difficulties with Mobile Deposit; (b) if you do not utilize the appropriate hardware or software components to access Mobile Deposit; (c) if you attempt to deposit ineligible, illegible, illegal, unendorsed or improperly endorsed Checks; (d) if we choose not to accept a check for deposit; (e) if we limit the deposit amounts or the number of deposits that may be made; (f) for any delays in the acceptance process; or (g) for any other circumstance beyond our control. Nothing in this Agreement shall be construed as requiring us to accept any check for deposit, even if we have accepted that type of check previously.

You agree that, when you use Mobile Deposit, you remain subject to the terms and conditions of this Agreement in addition to the terms and conditions in our other agreements with you and with any unaffiliated service providers, including but not limited to, your Internet service provider, mobile service provider, or third-party software provider and that this Agreement does not amend or supersede any of those unaffiliated service provider agreements. You understand that those agreements with unaffiliated service providers may provide for fees, limitations and restrictions that might affect your use of Mobile Deposit (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Deposit), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that any unaffiliated service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with those products and services directly with your unaffiliated service provider.

DEFINITIONS

“Mobile Deposit” means the service provided to you by the Bank to make deposits to an account by capturing an electronic image of the check, along with associated deposit information, and delivering it to us via any capture device.

“Capture Device” means any device acceptable to us that provides for the capture of images of checks for transmission to us.

“Check” means a check, draft, substitute check or other negotiable instrument, as defined in Federal Reserve Regulation CC (“Reg CC”), the electronic image of which is considered an item within the meaning of Article 4 of the Uniform Commercial Code as adopted by the State of Oklahoma, and an electronic item under Federal Reserve Regulation J and Federal Reserve Bank operating circulars.

“Image” means the electronic image of the front and back of the Check, in addition to other information required by us for processing or according to applicable law; such as an imaged check is not subject to Reg CC and our Funds Availability Policy.

MOBILE DEPOSIT REQUIREMENTS

In order to enroll in the service, you must be designated as an authorized signer or owner of the RCB Bank account that is eligible for this service, and be approved by us for the service. In order to use the service, you must (a) at all times maintain an account in good standing with us, (b) have no more than 3 returned deposit items in a 6-month period, (c) agree to not deposit foreign items and (d) comply with any restrictions that we tell you about. As part of this service, we reserve the right to periodically audit your remote deposit capture, information technology processes and security and to require you to implement reasonable and necessary controls subject to our sole discretion. RCB Bank reserves the right to change service requirements at any time without prior notice to you.

INELIGIBLE CHECKS

We shall have no liability to you or any other person in the event that your deposited check is processed, or converted by us, to a check image. Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for mobile deposit as a check image.

You agree that checks will be made out to a signer on the account. Checks payable jointly should be endorsed by both payees and both payees must be on the account. You agree you will *not* attempt to deposit an image of any of the following, including, but not limited to: (a) any check payable to any person or entity other than you; (b) any check payable jointly, unless properly endorsed and deposited into an Account in the name of all payees; (c) any check containing any apparent alteration of any of the fields on the front or back of the Check (including the MICR line), or that you know or should suspect is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; (d) any check previously converted to a substitute check, as defined in Reg. CC; (e) any check previously deposited via Mobile Deposit or at another financial institution; (f) any check drawn on a financial institution located outside the United States and/or not payable in U.S. currency; (g) any stale-dated or post-dated Check; (h) any improperly endorsed check; (i) any check prohibited by our current procedures related to Mobile Deposit or that is otherwise restricted in your Account Agreement, (j) Promissory notes, savings bonds, substitute checks or non-cash items as defined under section 229.2 (u) of the Federal Reserve's Regulation CC. We are not liable for any loss, costs, or fees you may incur if we do not accept an ineligible check.

We may return or refuse to accept all or any part of a deposit to your RCB Bank account using this service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned.

ENDORSEMENT

You agree to physically endorse all Checks with a restrictive endorsement that you transmit to us through Mobile Deposit with "For Mobile Deposit Only to RCB Bank" in addition to any other signature endorsements or as otherwise instructed by RCB Bank.

IMAGE QUALITY

You are responsible for accurately capturing an image of the front and back of each paper check and the correct dollar amount of the check. You are responsible for the inspection of all check images to ensure the legibility of the check image (including without limitation the dollar amount and signature of the person who signed the check (the "drawer"), and for ensuring that any and all information on a paper check is accurately captured and legible in the resulting check image.) You acknowledge that current image technology might not capture all security features (e.g. watermarks) contained in the original paper check(s) and agree to assume any and all losses resulting from claims based on security features that do not survive the image process. The image you transmit to us through Mobile Deposit must be legible. The quality of the image must comply with the requirements established from time to time by the American National Standards Institute, the Federal Reserve Board, and any other regulatory agency, and any clearing house or association, or any higher standard set by us. We reserve the right to reject any deposit (as a mobile deposit or otherwise) for any reason. We will notify you of the rejection of any deposit.

IMAGE RECEIPT

Acknowledgement or receipt or delivery does not constitute an acknowledgement by the Bank that the transmission was error free, was able to be processed, or was completed, or that funds will be credited to your account for that check. We reserve the right to reject any image transmitted through Mobile Deposit.

AVAILABILITY OF FUNDS

You agree that qualified checks deposited under the Mobile Deposit service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. All deposits are subject to review and funds from your deposit may not be available for immediate withdrawal. We may make such funds available based on such factors as the length and extent of your relationship with us, transaction and experience information, and other factors we in our sole discretion deem relevant. A check transmitted through Mobile Deposit shall be deemed accepted when your Online Banking deposit history shows that your check has been accepted for deposit. If we subsequently determine your check was not eligible or if your check is returned to us, we reserve the right to collect all or any part of your deposit from your account ("charge-back"), and we will notify you as required by our procedures and applicable law. You agree that we are not liable for any loss, costs, or fees you may incur as a

result of our charge-back of an ineligible or returned check. Should we place a hold on your deposit, you agree that the hold is subject to our Funds Availability Policy. You further agree that if a check you transmit using Mobile Deposit is subsequently returned to us as a substitute check, it will be subject to Reg. CC and our Funds Availability Policy.

In general, if a check(s) through the Mobile Deposit service is received and accepted on or before 7:00 pm (Central Standard Time) on a business day that we are open, we will consider that day to be the day of your deposit and the funds will be available same day unless a hold is placed. If a check(s) through the mobile deposit service is received after 7:00 pm (Central Standard Time) on a business day we are open or on a non-business day, such as a weekend or federal holiday, we consider the next business day to be the day of your deposit as well as when funds will be available.

REPRESENTMENT OF RETURNS

In the event we determine, at our sole discretion, that we need the original paper check to collect a returned check image, you shall be responsible for providing the original paper check to us. You agree to retain the check in a secure environment for at least 30 calendar days from the date you transmitted the image to us. After 30 days, you agree either to (a) destroy the Check you transmitted to us as an Image; (b) mark it "Electronically Presented" or "VOID"; or (c) otherwise render it incapable of further transmission, deposit, or presentment. We may request you provide us with a retained check in order to facilitate error resolution. If the original paper check has been destroyed, you shall be responsible for providing a replacement check.

YOUR WARRANTIES AND REPRESENTATIONS

With respect to each transmission of an Image to us using Mobile Deposit, you are deemed to make any representation or warranty that would have applied had you deposited the original paper check with us. In addition, you are deemed to make to us any representation or warranty that we make, under applicable law, clearinghouse rule, bilateral agreement, Federal Reserve Operating Circular or otherwise, to any person, (including without limitation, a collecting US Bank, a Federal Reserve Bank, a paying bank, a Receiving Depository Financial Institution, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when RCB Bank transfers, presents, processes or originates the check image(s). These representations and warranties include but are not limited to, that:

1. The image is a true and accurate rendition of the front and back of the original check(s), without any alteration, and the drawer of the check has no defense against the payment of the check.
2. The amount, each payee, each signature and each endorsement on the check is legible, genuine, and accurate.
3. The image contains all necessary endorsements up until the original check(s) are imaged.
4. The check(s) has not been altered.
5. No depository bank, drawer, drawee, or endorser will be asked to make a payment based on an item that is already paid.
6. You will not deposit or otherwise endorse to a third-party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item that has already paid.
7. Other than the Image of the check remotely deposited through Mobile Deposit, there are no other duplicate images of the Check.
8. You have no knowledge that the check image is unauthorized.
9. You are authorized to enforce the check or are authorized to obtain payment of the check on behalf of a person entitled to enforce the check.
10. The information you provided in your registration to use Online Banking remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
11. You have not knowingly failed to communicate any material information to us.
12. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse effect on our network, data, or related systems.

YOUR RESPONSIBILITY AND INDEMNITY

With respect to each check image that you transmit to us, you shall indemnify and hold us harmless from and against any and all claims, damages, demands, liabilities, losses, expenses and penalties (including, without limitation, reasonable attorney's fees and court costs at trial or on appeal) arising directly or indirectly: (i) from your breach of a representation or warranty as set forth in the "Your Warranties and Representations" section above, (ii) as a result of any act or omission by you in the capturing, transmission or creation of the check image, including without limitation the encoding of the MICR data from the original paper check, (iii) from any duplicate, unauthorized or fraudulent check or check image, (iv) for any loss caused by our creation or acceptance of a check image instead of presentment of the original paper check, or (v) from any other omission or act arising out of our action or inaction taken pursuant to any request by you or pursuant to this agreement. This section shall survive termination of this agreement.

LIMITED USE

You may use the Mobile Deposit service and the Remote Deposit Capture system for personal or business use for as long as we, in our sole discretion, provide mobile deposit to you.

RETENTION AND DESTRUCTION OF TRANSMITTED ITEMS

Once your Online Banking deposit history shows that your check has been accepted for deposit, you agree to retain the check in a secure environment for at least 30 calendar days from the date you transmitted the Image to us. After 30 days, you agree either to (a) destroy the check you transmitted to us as an image; (b) mark it "Electronically Presented" or "VOID"; or (c) otherwise render it incapable of further transmission, deposit, or presentment. We may request you provide us with a retained check in order to facilitate error resolution. Unless we have notified you that your check was not accepted by us, you agree never to re-present to us or to any other party a check that has been deposited through Mobile Deposit. You further agree to supply any information in your possession that we request regarding deposits you make or attempt to make through Mobile Deposit.

ERRORS

You agree to notify us immediately of any suspected errors regarding deposits you make through Mobile Deposit, and in no event, later than 30 days after the applicable RCB Bank Account statement is transmitted to you. Unless you notify us within 30 days, such Account statement regarding all deposits made through Mobile Deposit will be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

DEPOSIT LIMITS

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit and to modify such limits at any time. 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. If your deposit is rejected for exceeding the limits, you agree that you may have to deposit the check by other means than by Mobile Deposit. Daily and multi-day deposit count and dollar limits may vary and are subject to change at our sole discretion without prior notification to you. You may call us at 855-226-5722 for more information on these limits.

FEES

Fees are assessed per account set up for Mobile Deposit (see Fee Schedule for details). To avoid monthly fees, eStatements must be set up for all accounts set up for Mobile Deposit. Transaction fees for Commercial customers will still apply whether or not accounts are set up for electronic statements. If you continue to use the service after the fee is effective, you agree to pay the fees, which may change from time to time. We may change any service fee at any time, as long as we give you at least 30 days advance notice, to the extent required by applicable laws. You are responsible for any fees or other charges your wireless carrier may charge for any related data or message services, including without limitation for short message service.

SECURITY PROCEDURES

You shall comply with all security procedures for the mobile deposit service established by us or set forth in any written user requirements communicated to you. You are solely responsible for (a) maintaining your own internal security procedures, (b) preventing errors or unauthorized access to your system or the mobile deposit system, and (c) safeguarding the security and confidentiality of any information obtained from your deposited checks, check images and other information that is either

printed from, stored on or downloaded to, your system, the mobile deposit system or other computer/data systems or portable media.

TERMINATION

We reserve the right to terminate this agreement immediately without written notice to you of such termination. We may also, in our sole discretion, terminate the service effective immediately if: (a) we at any time determine that you do not meet our risk or other qualification requirements, (b) there is an occurrence of a material change in your account activity or other risk analysis criteria as determined by us in our sole and absolute discretion, (c) you are in default of any terms of this agreement where such default gives us the right to terminate, immediately or otherwise, or close your account, (d) we discover any negligent or willful misconduct (including but not limited to types of fraudulent activity) on your part or any party with respect to check images submitted for deposit by you, (e) you are in default of any terms of the agreement or any other agreement with us, (f) you have not used the service for a period of time deemed to constitute an inactive service by us (in our sole discretion).

Either you or we may terminate the service, with or without cause, without notice to the other of its intent to do so. If you send notice of termination, you may send it to the address below:

RCB Bank
Attn: eServices
PO Box 189
Claremore, OK 74018

In the event of termination of services, your rights and responsibilities as well as ours, shall continue through any applicable settlement period, including with respect to transactions processed prior to the effective date of termination. Any termination of this agreement shall not affect any of our rights and your obligations with respect to this agreement prior to termination, or any other obligations that survive termination of this agreement.

ENTIRE AGREEMENT

This agreement (including any documentation related to the services provided to you) together with the Deposit Account Terms and Conditions, Account Agreements/Signature Cards, Treasury Management Agreements and other applicable agreements between us is the complete and exclusive statement of the agreement between us with respect to the subject matter hereof and supersedes any prior agreement(s) between us with respect to such subject matter.

In the event of a conflict or inconsistency between the terms of any other agreement between us and the terms of this agreement, with respect solely to the services, the terms of this agreement shall control, but only to the extent of such conflict or inconsistency. In the event performance of the services provided herein in accordance with the terms of this agreement would result in a violation of any present or future statute, government policy or regulation to which we are subject, and which governs or affects the transactions contemplated by this agreement, then this agreement shall be deemed amended to the extent necessary to comply with such statute, policy or regulation and we shall incur no liability to you as a result of such amendment or violation. No course of dealing between us will constitute a modification of this agreement or the security procedures or constitute an agreement between us regardless of whatever practices and procedures we may use.

WAIVER

We may waive enforcement of any provision of this agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this agreement.

NON-ASSIGNMENT

You may not assign this agreement or any of the duties or rights hereunder to any person.

BINDING AGREEMENT; BENEFIT

This agreement shall be binding upon and solely for the benefit of the parties hereto and their respective legal representatives, assignees and successors. This agreement is not for the benefit of any other person and no other person shall have any right against you or us hereunder.

NOTIFICATIONS

Mobile Deposit Notifications will come both by email and SMS text message to communicate about deposit status. Message and data rates may apply; see agreement with your data carrier for more details. Opting out of Mobile Deposit-related text messages, will also stop Text Banking, if enrolled. To cancel the text notifications, send STOP or SUSPEND to 39257 at any time

or call 855.226.5722. You understand that by stopping Mobile Deposit text notifications, you will also be stopping Text Banking. You can reactivate either Text Banking or Mobile Deposit text notifications by calling 855.226.5722. You may also call to opt out of email notifications. You may not opt out of both email and text notifications.

For additional information, please refer to the Mobile Check Deposit Information on the Mobile App.

MOBILE DEPOSIT AGREEMENT AND TERMS AND CONDITIONS (February 2021)

TEXT BANKING

By using RCB Bank Text Banking, you agree to the following terms and conditions:

These terms and conditions outline the rules that govern your use of RCB Bank's text banking service ("Service"). The Service allows you to access your account information and make certain transactions. These terms and conditions along with any other documents we provide to you pertaining to your account(s), is a contract that established rules that control your account(s) with us. The terms and conditions of text banking supplements the terms and conditions you received upon initial logon to Online Banking and mobile services and amends and becomes part of the initial agreement. Other documents that form this contractual agreement may include, but not limited to, the terms and conditions that you have received and are applicable to your account(s) including any change in terms notices.

In this agreement, the words "your" and "you" refer to you as the person or business entity entering into this agreement and also includes any user you authorize to use the Service on your behalf. The words "us", "we", "our" and RCB Bank refer to RCB Bank.

TEXT BANKING REQUIREMENTS AND SERVICE DESCRIPTION

RCB Bank offers its customers mobile access to account information (balances, history, transfers etc.) over the Short Message Service (SMS) as well as the option to set up alerts for their accounts (balance alerts, transaction alerts etc.). Customers do not have to have RCB Bank Online Banking in order to participate in the text banking service. Text Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record(s) of your account(s).

In order to utilize Text Banking, you must have at least one RCB Bank account. You must also have a mobile phone number with either a text plan and/or data plan with a carrier. By providing a mobile number through the enrollment process, you are certifying that you are the current and correct account holder of the mobile phone account or have the account holder's permission to provide the number. We will determine in our sole discretion what information we make available through this service. We may send any Text Banking message through your communication service provider in order to deliver them to you. You agree that your communication services provider is acting as your agent in this capacity.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

To apply for Text Banking, you must be the sole or joint owner of the bank account(s) for which Text Banking services apply and you must have full signing authority on the accounts. If there is any change in ownership of any such account(s), notification must be immediately provided to RCB Bank.

It is your sole responsibility to ensure your device(s) are compatible with and capable of operating in a manner that allows you to utilize Text Banking securely, including, but not limited to, installing current software manufacturer provided patches and current anti-virus/anti-spyware software.

It is your sole responsibility to notify RCB Bank with any mobile phone number changes. Text messages will continue to be sent to the mobile phone number on file until we are notified of such changes.

You may select the type of alerts and preferences, which will determine, together with your account data, the frequency of alerts delivered to you until you change your preferences. Standard messaging charges from your mobile carrier service may apply. You have the right to cancel or opt out of this Service at any time.

RCB Bank is not obligated to monitor for the receipt of any alerts and RCB Bank is not responsible for missed alerts due to service interruptions or changes to your mobile device. RCB Bank does not guarantee the timely delivery, execution or the transmission of content provided by your mobile carrier service. RCB Bank will be unable to review or respond to an attempted reply to any alert, outside of the automated responses to alerts for balances, history, transfers etc.

COMMAND FEATURES

You can receive account information or perform other tasks via text message (SMS) by texting 39257 and entering one of the following command codes:

- BAL + Last four digits of account number – Balance request on specific account
- BAL with no account number – Balance request on all accounts enrolled
- HIST + Last four digits of account number – Last 5 history transactions on specific account
- HIST with no account number – Last 5 history transactions on all accounts enrolled
- XFER + Last four digits of account number transferring from + Last four digits of account number transferring to + dollar amount – transfer of funds between accounts
- HELP – Provides a list of available commands and contact information for RCB Bank
- STOP – Discontinue the text banking service

BALANCE OF ACCOUNT

The current balance of your account is the amount that is delivered to you via text message when a balance command is requested. Certain pending transactions, such as deposits, may not be available for immediate withdrawal. You will not be able to transfer via text message any amount higher than your current balance. You understand and agree that any Text Banking transaction request which results in a negative account balance may be refused by RCB Bank and/or result in an Insufficient (NSF) Return Item Fee, Overdraft Paid Item Fee, or Bounce Paid Item fee. You are responsible for any fees incurred by Text Banking transactions.

FEES

There may be fees that apply for this service (see current Fee Schedule). By enrolling in the service, you are agreeing to the monthly fee for this service, if applicable. We reserve the right to change this fee at any time. In addition, we may change any service fees at any time, as long as we provide you at least 30 days prior notice, to the extent as required by applicable law.

Additionally, you are responsible for any and all charges, including, but not limited to fees otherwise applicable to your account(s) and fees associated with SMS messaging imposed by your communications service provider. Message and data rates may apply. Such charges may include those from your communications service provider. Message frequency depends on user preferences. RCB Bank recommends you review your contract with your mobile carrier service prior to enrolling in this Service. Text HELP to 39257 to see a list of available commands. To cancel this Service, text STOP to 39257 at any time.

CANCELLATION

If you no longer wish to receive text messages, you can opt out and cancel by texting STOP to 39257. You will receive a confirmation text back confirming that text messages and Text Banking have been stopped. You understand that by stopping Text Banking, you will also be stopping text notifications for Mobile Deposit. You can reactivate either Text Banking or Mobile Deposit text notifications by calling 855.226.5722.

TRANSFERS

Transfers through text banking are subject to these terms and conditions and your deposit account disclosures. RCB Bank reserves the right to cancel or refuse a transfer. We are obligated to notify you promptly if we decide to cancel or refuse any transfer request that complies with these terms and conditions of text banking and other applicable terms and conditions. However, we are not obligated to provide notification of your transfer being cancelled or refused if you attempt to make transfers that are prohibited under these terms and conditions of text banking, any additional agreement applicable to your account(s) or federal and state law. You will also be held responsible for any additional fees charged in accordance with our other disclosures.

INTERNAL TRANSFERS

Internal transfers through text banking are monetary, one-time transfers between your eligible accounts at RCB Bank. Internal transfers initiated through the Service before 7:00 pm (Central Standard Time) on a business day we are open are posted to your account the same day. Internal transfers completed after 7:00 pm (Central Standard Time) on a business day or on weekends or federal holidays, will be posted on the next business day. In order to cancel a text transfer, you would have to reverse the transfer via Text Banking.

EXTERNAL TRANSFERS

External transfers are monetary transfers from an account(s) that you are an authorized signer on at RCB Bank and an external financial institution. External transfers are not allowed via text banking. Please see the instaPay section for additional information on external transfers.

OVERDRAFTS

You understand and agree that if your account(s) has insufficient funds to perform all transfers you have requested for a given business day, RCB Bank reserves the right to determine posting order of items presented for payment and, any transfer initiated through the Service which would result in an overdraft of your account(s) may, at our discretion, be refused or cancelled. Charges may be incurred; see the Bounce Protect Disclosure and Enhanced Bounce Protection Plan disclosure.

TRANSACTION AMOUNT LIMITS

The amounts that may be transferred is pursuant to the terms of the applicable deposit agreement and disclosure for the account(s). If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

ERROR RESOLUTION

For more information about your rights and obligations related to error resolution of electronic fund transfers, please refer to the Electronic Fund Transfers Disclosure and Agreement you received when you opened your account. If you need a new copy of this disclosure, please contact us at (855) 226-5722.

SECURITY

Accepting these terms and conditions and by using the Service, you acknowledge awareness of the following best practices and your intention to follow these steps to safeguard your text banking capabilities.

- Lock your mobile device using a password, if this is an available feature on your device
- Disable the Bluetooth feature when not in use, if this is an available feature on your device
- Delete your stored text messages that include your account balances and history
- Download from sources only if you deem them trustworthy
- Use the remote-wipe software or device feature to clear the data on your iPhone or other mobile device in case you lose it
- Activate alerts that can inform you when large amounts are withdrawn from your RCB Bank account(s)

In the event you do not uphold these terms and conditions, you agree and acknowledge that RCB Bank may cancel the Service at any time without prior notice. RCB Bank may at any time, without prior notice, suspend temporarily or permanently terminate the Service due to inappropriate activity or use, or if your access to your RCB Bank account(s) is restricted by RCB Bank or any other party for any reason. RCB Bank will automatically terminate the Service should you cease to maintain an eligible account with RCB Bank.

NOTIFY US AS SOON AS POSSIBLE if you believe your mobile device has been stolen, lost or used without your authorization, or otherwise compromised. You assume full responsibility for the confidentiality and security of your mobile phone number, mobile device, personal identification numbers and passwords used to access the Service.

RCB Bank is not responsible for continued access outside your mobile phone carrier's coverage area. RCB Bank may inform you from time to time about changes to the way you should access or operate the Service. You agree to observe all such changes and that RCB Bank is not responsible for any interruption, liability or loss that may occur should you or your mobile device not support such changes.

This service may not be encrypted and may include personal or confidential information about you, such as your account activity or status. You agree to protect your communications device that receives information through this service and not to let any unauthorized person have access to the information we provide to you through this service. You have the sole responsibility for maintaining the safety, security and integrity of the mobile device you will use to send and receive SMS messages. You shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Mobile Device, you will be held responsible for any transaction(s) they authorize and we will not be liable for any damages resulting to you. You agree not to use Text Banking or the content or information delivered through Text Banking in any way that would be considered illegal.

Receipt of account information through Text Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties.

We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about text banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

You will never receive a text banking message that asks you to send any sensitive personal or financial information – such as your Social Security Number, account number, password, PIN number or any other personal data – do not respond to the message and call us at 855.226.5722 to report the incident.

USER INFORMATION AND PRIVACY

You acknowledge that in connection with your use of the Service, RCB Bank and its affiliates and service providers, and their affiliates, may receive and may share with one another as part of providing the Service, domain names, addresses, telephone and device numbers, passwords, data files, the content of messages, and other data and information provided by you or from other sources in connection with the Service.

RCB Bank and its service providers and affiliates will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Service and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of customers or the public, to defend claims and as otherwise authorized by you. RCB Bank and its service providers and affiliates also reserve the right to monitor use of the Service for purposes of verifying compliance with these terms and conditions, the law and any applicable license, but disclaim any obligation to filter, monitor or edit any content.

TEXT BANKING AGREEMENT AND TERMS AND CONDITIONS (February 2021)

INSTAPAY (P2P)

This Service is an optional Online Banking service that enables you to initiate a payment instruction from an eligible transaction account to an account at a U.S. Financial Institution. Although the ACH Network is often used to execute instaPay Service Payment Instructions for the instaPay Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through Online Banking and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through Online Banking and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time.

DEFINITIONS

“instaPay”, “P2P” and “Person to Person” all refer to the service that allows an external transfer to be initiated from an RCB Bank account to an external financial institution.

SERVICE PROVIDERS

We are offering you this Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. You agree that we have the right under this Agreement to delegate to Service Providers all the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third-party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

INTERNAL TRANSFERS

You may also make internal transfers between your account(s) that you are an authorized signer on at RCB Bank and another RCB Bank account not owned by you through the instaPay service.

EXTERNAL TRANSFERS

External transfers are monetary transfers from an account(s) that you are an authorized signer on at RCB Bank and an external financial institution. External transfers can be sent using your RCB Bank debit card and can be sent to a receiver using a mobile

phone number or email address. The receiver can retrieve the payment by either debit card or using their checking account information.

LIMITS

Daily, monthly and transaction limits may apply for security purposes.

FEES

See our current Fee Schedule for fee amounts. Fee amount will be added to the transaction amount and deducted from the account immediately. The fee is charged for processing the instaPay payment whether or not the recipient accepts the payment and is non-refundable.

For additional information, please refer to the instaPay Agreement when making a Person to Person transfer on the Mobile App. instaPay transactions are also subject to your deposit account terms and conditions and well as RCB Bank's Electronic Fund Transfer Disclosure and Agreement.

INSTAPAY AGREEMENT AND TERMS AND CONDITIONS (February 2021)

MY FINANCE

My Finance is an account aggregation and reporting tool offered within Online Banking. The My Finance service gives you the ability to analyze your personal finances through the account information you provide, and the impact of various strategies on them. You may monitor any of your financial account relationships from any of your accounts at RCB Bank or from any other account held by you at another financial institution, assuming, of course, that the financial institution has the ability to, and permits you to, release your financial information to My Finance and RCB Bank.

If you apply for My Finance through Online Banking, it is not a proprietary service. We are offering this service (Geezeo/My Finance) under a licensed agreement with Jack Henry & Associates, ("Licensee"), which includes any sub licensor, successor, assignee or provider of any associated hardware or software needed by the Licensee to support this service.

You acknowledge and agree that when we are collecting information related to the service from any of your accounts, we are acting as your agent, and not as the agent or on behalf of any third party. You agree that we, our affiliates and partners shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

You agree that we shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) Our access to the account(s); (2) Any inaccuracy, incompleteness or misinformation contained in the information received from the account(s); (3) Any charges imposed by any provide of account(s) (4) The actions or inactions of any other financial institution or other providers of the account(s)

Not all types of accounts are eligible for the Service. Be sure to check with your other financial institutions for any restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your account or those imposed by applicable law.

Your Responsibility for Errors: You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on such request through the Service. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such Account but you acknowledge and agree RCB Bank shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or misinformation in the information that you provide.

You may cancel the service at any time by contacting us at 855.226.5722.

MY FINANCE AGREEMENT AND TERMS AND CONDITIONS (February 2021)

ONLINE ACCOUNT OPENING

All applicable disclosures and terms and conditions will be presented to the customer during the online account opening process.

ONLINE ACCOUNT OPENING AGREEMENT AND TERMS AND CONDITIONS (February 2021)

HEADINGS

Headings are used for reference purposes only and shall not be deemed a part of this agreement.

GOVERNING LAW

The terms and conditions of this Agreement are subject to and governed by the applicable state and federal laws. The accounts designated for access through Online Banking and/or services contained within this Agreement continue to be governed under the Agreement and Disclosures provided to you for each account. Changes in these laws may change the terms and conditions of this Agreement or of the Agreements and Disclosures of one or more of the accounts. We will notify you of any changes as required by law.

VENUE AND CLASS ACTION WAIVER

If there is an issue or dispute relating to your account or to this Agreement, you and we agree that the location of the court proceeding will occur in the state where you opened the account and that the county will be chosen by us in our sole discretion. You further agree to bring any claims against us in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted as such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such as provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ASSIGNABILITY

We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your rights and duties under this Agreement at any time.

NO WAIVER

You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power or privilege. Online Banking IDs will become inactive after 365 days without valid login. Online Banking will be deleted after 730 days without valid login. Any additional Online Banking products will be unavailable once the Online Banking ID is inactive or deleted.

REFERENCE TO OTHER DISCLOSURES

- (a) For more information about your rights and obligations related to error resolution of electronic fund transfers, please refer to the Electronic Fund Transfers Disclosure and Agreement you received when you opened your account. If you need a new copy of this disclosure, please contact us at (855) 226-5722;
- (b) For more information about other disclosures and fees which covers your and our obligations and the cost of services, please refer to the Truth in Savings Disclosure, Schedule of Fees and any other disclosure or enrollment forms you received when you opened your Account(s) or signed up for additional services. If you need new copies, please contact us at (855) 226-5722.

CHANGES TO THIS AGREEMENT

Terms and conditions of Online Banking and other services referenced in this Agreement are subject to change at our discretion. We may change any term of this Agreement at any time. If the change would result in increased fees for any service, fewer types of available electronic fund transfers, increased liability for you or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post

any required notice of the change in terms on the RCB Bank Online Banking website or forward it to you by email or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject service(s) indicates your acceptance of the change in terms. We reserve the right to waive, reverse or reduce charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

COMMUNICATIONS BETWEEN RCB BANK AND YOU

Unless otherwise stated in this Agreement, you can communicate with us in any one of the following avenues:

1. Secure online message via Online Banking
2. Telephone – (855)-226-5722
3. Secure chat via Online Banking
4. Postal Mail – Write us at:

RCB Bank
PO Box 189
Claremore, OK 74018

5. In Person at any of our RCB Bank locations. Please visit RCBbank.com for a complete listing of our branch locations.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations:

- (i) Where it is necessary for activating additional services;
- (ii) Where it is necessary for completing transactions;
- (iii) To a consumer reporting agency;
- (iv) In order to verify the existence and condition of your account to a third party, such as a credit bureau or payee;
- (v) In order to comply with a governmental agency or court orders; or,
- (vi) If you give us written permission

CONSENT TO ELECTRONIC DELIVERY OF NOTICES

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by email or by posting the notice on the RCB Bank's Online Banking website. You agree to notify us immediately of any change in your email address.

ACKNOWLEDGMENT

By using one (or more) of the services contained in the Agreement, I/we have read and understood the above provisions of the RCB Bank Electronic Banking Agreement and agree to be bound by its terms.

RCB BANK ELECTRONIC BANKING AGREEMENT (February 2021)