

Bank of the Panhandle
BOPonline Internet Banking Agreement

Introduction

- A. This Agreement governs and controls certain personal computer-based cash management services, which are provided under the BOPonline Program.
- B. In order to be eligible for BOPonline, you must execute all documents necessary to establish and maintain a demand deposit account at Bank of the Panhandle ("BOP").
- C. This Agreement briefly describes the account management, wire transfer, and automated clearinghouse ("ACH") services which are provided under BOPonline. In order to obtain one or more of these services, you must execute the BOPonline application. If it is inconvenient to come by the Bank, you may fax it to (580)-338-8017, mail it to P. O. Box 2180, Guymon, OK 73942 or email it to csr@bopguymon.com.

Agreement

1. Description of BOPonline Program:

- (a) General Description: BOPonline is a banking system available via the Internet for our customers. The system will enable you or an authorized person to communicate with us on your behalf through a computer via the Internet and obtain account information, originate ACH transactions, originate electronic federal tax payments (EFTPS), transfer funds between your BOP accounts and perform other account maintenance functions. You may choose one or all of these banking services depending on your needs. A separate addendum must be executed for ACH origination services. In order to utilize EFTPS, knowledge of the EFTPS payment system and a TIN (taxpayer identification number) or EIN (employer identification number) is required. Each of these services is described below. We reserve the right to revise product descriptions, guides, manuals, or terms of BOPonline from time to time upon prior notice.
- (b) Account Management Services: This portion of BOPonline will enable you to obtain account information and conduct various banking transactions as follows: retrieve daily account balances, obtain daily account transaction details, utilize the electronic check register, and initiate transfer of funds between your designated BOP accounts.
- (c) Wire Transfer Origination Services: This portion of BOPonline will enable you to use your personal computer to initiate wire transfers from your designated BOP accounts. Standard wire fees will apply.
- (d) ACH Origination Services: This portion of BOPonline will enable you to generate electronic funds transfers to or from your designated BOP accounts through the Automated ClearingHouse ("ACH") network. Please contact the bank for more information on utilizing this service.
- (e) Electronic Federal Tax Payment Service: This portion of BOPonline will enable you to use your personal computer to initiate required federal tax payments.
- (f) BOP Bill Pay Service: This portion of BOPonline is optional to the customer. If applicant requests BOP Bill Pay, applicant will be bound by the contents of this agreement. Applicant agrees that a fee of \$4.97 per month (up to 5 bills) and \$0.50 for each additional bill over 5 will be charged to each DDA account that is enrolled in the BOP Bill Pay Service and the fees will apply each statement cycle. The number of transactions per month is unlimited. The amount of the fee is subject to change at the discretion of Bank of the Panhandle. Applicant acknowledges that any bill pay items that are debited from their account are deemed to be authorized by the applicant. It is agreed that access to internet banking services will be controlled by a User ID and Password which are issued for security purposes. The Password is confidential and should not be disclosed to third parties. Applicant is responsible for safeguarding password.

Fee Schedule:

BOPonline Access – FREE unlimited access and funds transfer. Standard fees for bank services apply.

2. Access to BOPonline: The system for BOPonline permits you to access your accounts through your personal computer, therefore it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized use of or access to your password. You agree that we have no control as to the persons who have access to your password or your computer and we will not be liable for any such unauthorized access. If any person obtains access to the BOPonline system through your computer or the user of your password, even though such person has not been authorized by you, the person gaining access will be conclusively deemed to have been authorized to initiate transactions through the system for BOPonline to and from accounts accessible through BOP.

Access to the system for BOPonline will be through the use of a User ID and Password (the "Password"). Anyone with knowledge of the Password will be able to access any accounts, which are accessible through BOPonline. We assume responsibility for controlling the initial distribution of the Password and for maintaining its security within BOP. You hereby authorize us to release account-related information to, and accept instruction from, anyone using your Password. We shall have no liability for resulting damages when your Password has been used to access BOPonline.

You have the ability to change your Password at your own discretion. We recommend that you change the Password given to you initially by BOP the first time in order to maintain the maximum level of security for your account information. We further suggest that you change this Password periodically.

3. Notice of Unauthorized Use: If you become aware of the unauthorized use of the BOPonline, or suspect that an unauthorized use of the BOPonline may occur, you agree to immediately notify us.
4. Stop Payment Orders: An electronic stop payment order (an "Order") must include all of the following information regarding the account debit, including but not limited to checks, ACH debit or draft, for which payment is being stopped: (a) account number, (b) exact amount, (c) date, (d) check number, (e) payee(s) and (f) the reason for the stop payment. The Order will not be binding on us if any of this information is missing or inaccurate. An order will serve as a substitute for a written stop payment order. The stop payment order shall remain in effect for six (6) months upon our receipt of the stop payment order unless you notify us to remove it. Prior to accepting or issuing an Order, we will verify that the check or debit has not already been paid.
5. Liability Indemnification: Notwithstanding any provision to the contrary contained in this Agreement, we shall be responsible only for performing services as expressly provided for in this Agreement and any addendum hereto.

We shall be liable only for material losses, which are the direct result of our own negligence or intentional misconduct in performing these services. We shall have no liability for failure to perform any services or for any delay in performing services in the event such failure or delay is due to circumstances beyond our reasonable control. We shall have no liability for any consequential, special, punitive or indirect loss or damage under any circumstances.

Except to the extent that we are liable under this Agreement, you agree to indemnify and hold us and our directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including attorneys' fees) arising out of or in any way connected with the performance of these services. You agree that this indemnification shall survive the termination of this Agreement.

6. Fees: This Agreement shall be governed by the schedule of charges and fees which we adopt from time to time relating to any services performed under this Agreement. Such charges and fees shall include any special or extraordinary expenses of initiating and maintaining any unique procedures, which are agreed upon between us. We are authorized to debit your checking account or any of your other accounts for charges and fees, including activity, deposit, transfer, handling, service and maintenance fees, which we have adopted or

may adopt in the future in connection with any services to be provided under this Agreement. We may also charge any of your accounts for amounts, which are owed us under this Agreement.

7. Termination and Amendment: The Agreement shall remain in full force and effect until either party upon thirty (30) days written notice to the other party terminates it. We also have the right to terminate this Agreement immediately if you fail to comply with the terms of this Agreement or any addendum or other agreement which you may have with us or any of our affiliates, or any applicable rule or regulation which may govern your deposit account or BOPonline. If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a written notice mailed to you, and not on the date when the notice is mailed or received. Any termination shall have no effect on your responsibility as it pertains to transactions of BOPonline activity, which is pending at the time or has been previously initiated. The provisions of this Agreement that protect the proprietary rights of AudioTel and BOP shall survive the termination of this Agreement. Any amendment or revision to this Agreement must be executed in writing by all of the parties and attached to our copy of this Agreement as well as notice in our account records.
8. Governing Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Oklahoma, including without limitation, Article 4A of the Uniform Commercial Code, applicable operating circulars of any Federal Reserve Bank, any applicable federal laws and regulations, and the operating rules and regulations, if applicable, of the National Automated Clearing House Associates (NACHA). You irrevocably submit to the jurisdiction of any state or federal court sitting in the State of Oklahoma and agree that in any action brought under this Agreement venue shall be placed in the county or district where we maintain our business offices.
9. Notices: Unless otherwise provided, all correspondence and notices shall be sent to the parties at the addresses indicated in our records.

Applicant hereby request Internet banking services through the Bank of the Panhandle, Guymon, Oklahoma.

Applicant certifies that he/she/it has read and understands the agreement, and agrees to be bound by the contents thereof.

It is agreed that a User ID and Password, which are issued for security purposes, will control access to Internet banking services. The password is confidential and should not be disclosed to third parties. Applicant is responsible for safeguarding the password.

Account # _____

Date

Signature

Printed Name

Home Phone _____ -- _____ - _____ Work phone _____ -- _____ -- _____

Social Security number listed first on the account ____-____-_____

Email address _____

Temporary password assigned, _____

Maint. By _____