

THE BANK N. A. POWERPAY AGREEMENT AND DISCLOSURE

Name: _____ Soc. Sec. # _____

Address: _____ Date of Birth: _____

Phone: _____ Work Phone: _____

Email Address: _____

Type of POWERPAY Service Requested:

_____ POWERPAY
Standard - \$5.95 per month which includes up to 15 payments
Each subsequent payment is \$.50

_____ POWERPAY
Lite - \$2.95 per month which includes up to 3 payments
Each subsequent payment is \$.50

I am hereby requesting authorization to use POWERPAY, The Bank N.A.'s Internet Bill Payment product. I hereby give The Bank N.A. authorization to initiate debit entries at my request to my designated account(s) at their institution. I also authorize the bank to deduct the appropriate POWERPAY service fee, if any, including any changes to those fees as may occur from time to time, from the deposit account I so designate. This authorization shall remain in full effect until The Bank N.A.'s NetBanker Support Department has received proper and timely written notification of its termination, or until The Bank N.A. has notified me of its intent to terminate this POWERPAY agreement. By signing below, I hereby affirm that I have read, and do agree to, the Terms and Conditions outlined on this agreement, and also certify the information I've provided to be accurate and true.

Signature: _____ Date: _____

Please be advised that it may take up to 5 (five) business days for the bank to process this application request.

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TO BE FILLED OUT BY THE BANK NA PERSONNEL ONLY

Date: _____ By: _____

THE BANK N.A. - Branch: _____

Copy to Customer: Yes _____ No _____ CIF # _____

NETBANKER ID #: _____

Date Set-Up: _____ By: _____

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POWERPAY TERMS AND CONDITIONS

This POWERPAY Agreement and Disclosure (the "Agreement") explains the terms and conditions under which The Bank N.A.'s POWERPAY on-line bill payment services ("Services") are provided.

1. **Definition of Terms:** As used in the Agreement, the terms "we", "us" and "our" refer to The Bank N.A., headquartered in Oklahoma. The words "you" and "your" refer to the person(s) named as applicants on the application for the Services, or whoever actually uses the Services. The term "Business Day" means Monday through Friday, excluding Saturday, Sunday and federal holidays. The term "Payee" means the person, business or entity to which you wish a bill payment to be directed. "Payment Instruction" means the information provided by you to us for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and the Payment due date). "Payment Date" is the date that a scheduled payment is to be issued for a particular payee, assuming that the payment has been properly scheduled before the Cutoff Time for that day. "Cutoff Time" means 12:00 Noon Central Time (CST) on any Business Day and is the time by which you must transmit Payment Instructions in order to have them considered entered on that particular Business Day. These terms are in addition to the terms and conditions included in the The Bank N.A.'s initial account agreement and disclosures, as well as any other agreements of disclosures you have been provided governing the banking products and services you may have with us, collectively referred to as "Bank Documents". These "Bank Documents" may have been, as well as may continue to be modified from time to time. Your initial and ongoing use of the POWERPAY Bill Payment Services constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and any other Bank Documents related to its use. You also agree that we may provide future notices & disclosures to you electronically.

2. **General Services:** The Services covered by this Agreement are those we make available to you through POWERPAY and NETBANKER, our Internet Banking Service. The installation, maintenance, operation and use of the computer, related equipment and software you use for NETBANKER are your responsibility. Except as specifically provided in the agreement, or to the extent applicable law requires a different standard, we will not be responsible for any liability, loss, injury or damage (whether direct, indirect, special, consequential, or punitive) in any way arising out of (a) any failure or malfunction of, or any compromise of data sent to us using any telephone, internet access or other service you use to connect to NETBANKER, (b) any virus or similar problem resulting from the use of NETBANKER, or (c) any error in the installation, maintenance, operation or use, or any configuration problem or incompatibility of such computer, related equipment or software.

3. **Bill Payment Services:** Following your application and approval for use of The Bank N.A.'s POWERPAY bill payment service, you may use POWERPAY to make one-time or recurring payments, for variable or fixed amounts, to third parties which are included on your payee list. The payee of any payment to be made from your account and ordered through POWERPAY (i) must be located in the United States, and (ii) cannot be a party that we regard as ineligible for payment through POWERPAY. You are responsible for ensuring the accuracy of the information on your payee list. Any changes to the payee list must be made far enough in advance to account for any pending and/or future payments.

Any payment from your payment account made through POWERPAY will be made by either a check or an electronic transfer of funds to the payee. The remittance name shown for each payment will be the name pertaining to the person or entity whose NETBANKER ID was used at the time of the issuance of that transaction's Payment Instructions.

Electronic POWERPAY transactions will be deducted from your account on the Payment Date you specify, assuming you have sufficient funds available in your account. If the payee is to be paid electronically, you understand and agree that the payee may not receive the payment until 1 to 4 business days after the date the payment is sent.

POWERPAY transactions paid by check will not be deducted from your account on the Payment Date you specify. Instead, these types of transactions will use the Payment Date you specify to issue and mail a check drawn on your payment account. It will be your responsibility to insure that there are sufficient funds available in your account when the check is subsequently presented for payment. You understand and agree that since these paper checks are mailed to the payee, the payee may therefore not receive the payment until approximately 1 to 8 business days after the date the payment is sent.

You must make your payment request and select a payment date with enough time in advance so that your payment will be delivered by its due date. We are not responsible for any late payments unless we fail to mail or initiate the payment process within four business days of the selected Payment Date and that delay causes you a loss. In those instances in which we are deemed to be responsible for a late payment, we will bear responsibility for late charges, up to a maximum of \$50.00 per scheduled payment per Payee. However, regardless of whether a payment is made electronically or by check, you understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party, such as the failure of the bill payment payee to post a payment in a proper or timely manner to your account.

In short, we will use our best efforts to make all of your payments properly and in a timely manner. However, we shall incur no liability if we are unable to complete any payment requests initiated by you through the POWERPAY service due to any of the following: 1) if, through no fault of ours, your POWERPAY deposit account does not contain sufficient funds to complete the transaction

when payment is due; 2) the POWERPAY and/or NETBANKER services are not working properly, and you know (or have been advised by us) about the problem before you attempt to execute the transaction; 3) the Payee mishandles or delays a payment sent by us; 4) you have provided us with incorrect or incomplete Payee Information and/or Payment Instructions, or with inaccurate or incomplete personal or account information at the time of application for the Services; or 5) circumstances beyond our control prevent the proper execution of the transaction (such as, but limited to, fire, flood, or interference from an outside force).

Provided none of the above exceptions and exclusions are applicable, if we cause an incorrect amount of funds to be removed from your POWERPAY deposit account or cause funds from your account to be directed to someone or somewhere that does not match your exact Payment Instructions, we shall be responsible for returning the improperly transferred funds to the account it was taken from, and for directing - or attempting to direct - to the proper Payee any previously misdirected transactions. We will strive to make any error corrections necessary as soon as possible after we are made aware of such errors. In the case of transactions that may not be able to be directed to the proper Payee in a timely manner, we will return the funds to your POWERPAY deposit account and use our best efforts to notify you of our inability to properly complete the payment request. Notwithstanding, in all cases our liability for any late payments is limited to the terms and amounts previously stated in this agreement.

4. Bill Payment Limitations/Provisions: The following limitations apply to transactions ordered through POWERPAY:

a. No payment from an account can be ordered through POWERPAY if you do not have an unrestricted right to withdraw funds from the account (for example, if 2 or more persons are required to sign a check written on the account or withdrawal form for the account).

b. Any payment from your bill payment account ordered through POWERPAY will be subject to the funds being available for withdrawal from the account when the electronic payment is processed or the paper check is presented for payment against the account. Notwithstanding anything to the contrary, failure to maintain adequate funds may result in the cancellation of any or all of your NETBANKER and/or POWERPAY Services.

c. If, when any order to us to make a payment from any of your deposit accounts given through POWERPAY is to be charged against the account, the amount of the payment exceeds the amount of money available for withdrawal from the account, we can either (i) authorize payment to be made, in which case you will be liable for the excess, or (ii) refuse to authorize the payment. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal of money from the account, even if that fee is in excess of the amount of money available for withdrawal from the account.

d. Payments from your account ordered through POWERPAY may be subject to minimum and maximum amount limits that The Bank N.A. may establish for Bill Payment transactions.

e. For reasons of security, we can - at any time, and without giving you any notice we are going to do so - refuse to honor any order to us to make a payment from your bill payment account given through POWERPAY. For example, we can do so if, for reasons of security, we believe that it is advisable to limit the dollar amount or frequency of payments your bill payment account ordered through POWERPAY.

f. We can - at any time, and without giving you any notice that we are going to do so - refuse to honor any order to us given through POWERPAY if the order reasonably appears to us to be a duplication of another payment, fraudulent or erroneous. However, we have no obligation to determine, before honoring an order given through POWERPAY, whether the order is a duplication, fraudulent or erroneous.

5. Modification or Cancellation of a Bill Payment: To modify or cancel a bill payment you have scheduled and is still pending, you must edit or delete the payment before the Cutoff Time on the date the payment is scheduled for payment. You can accomplish this from the "View Scheduled Payments" screen. In order to determine if a certain payment can still be modified or cancelled after it has been issued or mailed, you must speak with a NETBANKER Support Department representative as soon as possible at (918) 423-2265. In most instances, changes or stop payments cannot be done to an electronic payment that has already been processed. However, all modification and stop payment requests will be handled in accordance with The Bank N.A.'s procedures and guidelines for processing such requests.

6. Customer Support: Although email service is available for our Internet Banking customers, we strongly recommend NetBanker and/or PowerPay be used whenever possible for conducting transactions, payments and other account-related requests for information. Email should only be used for general communications. In order to best meet your urgent needs for time sensitive information pertaining to transactions, transfers from your accounts, stop payment requests, or to report lost or stolen ATM cards or debit cards, please contact our Customer Service Department at (918) 423-2265. Telephone calls placed or received outside of the hours of 8:00a.m. through 5:00p.m. on Business Days will be handled as soon as possible on the following Business Day.

7. Enrollment: If two people hold a joint checking account, there are two ways to enroll for NETBANKER and POWERPAY Services. Both account holders may enroll separately and each will have his/her own password, NETBANKER Agreement and ID, and POWERPAY agreement. Each such joint account holder would then be subject to separate POWERPAY and/or Internet Banking Service fees, as applicable. Alternately, one holder of a joint account can enroll for NETBANKER and POWERPAY Services with one password issued, and only be subject to fees for one person.

8. Fees: You agree to be responsible for paying any fees that may be assessed

by your Internet Service Provider. In addition, you are responsible for any telephone charges or fees incurred by accessing The Bank N.A.'s Internet Banking services.

9. Transaction Authorization: The Bank N.A. is entitled to act on instructions received through NETBANKER under your password and without inquiring into the identity of the person using that password. DO NOT DISCLOSE YOUR PASSWORD under any circumstances to anyone, either by telephone or other means, including anyone claiming to represent the Bank or a bank-related agency or entity. The Bank N.A.'s employees do not need to know and should not ask for your password. You are liable for all transactions made or authorized using your password. If you give your password to anyone, you do so at your own risk. Anyone to whom you give your NETBANKER password or other means of access will have full access to your accounts, including access to your POWERPAY functionality, even if you attempt to limit that person's authority. You must notify the Bank to disable your password if you become aware that your password has been lost, stolen or otherwise compromised and that it should not be honored.

You are liable for all transactions that you (or if you are using a joint account, any of you) make or authorize, even if a person you authorized exceeds your authority. You hereby release The Bank N.A. from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your password to such person, or, in the case of a jointly held account, such person is one of the owners of the account. You agree to indemnify The Bank N.A. and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

10. Agreement Modification/Termination: The Bank N.A. reserves the right to suspend or terminate Services at our discretion, in whole or in part, at any time without prior notice. The Bank N.A. also has the right to modify the terms of this agreement and related fees at any time, including termination of this agreement. We will comply with any notice requirements under applicable law for such changes or termination. If we modify this Agreement, your continued use of our Internet Banking Services and Products will constitute your acceptance of such changes in each instance. If we terminate this Agreement, no further NETBANKER transfers or POWERPAY bill payments will be made, including but not limited to any payments or transfers scheduled in advance or any preauthorized recurring payments or transfers.

11. More Information: For more information on your rights and responsibilities regarding Electronic Fund Transfers, please refer to the copy of the Electronic Fund Transfers disclosure that was provided to you at the time of, your deposit account opening. If you would like another copy of that disclosure, please contact our NETBANKER Support Department or one of our bank's Customer Service Representatives.

Contact Information:

NetBanker Support Department
The Bank N.A.
P. O. Box 1067
McAlester OK 74502
#918-423-2265 ext. 223
netbankersupport@thebankna.com