



Online Banking Agreement

ONLINE BANKING / BILL PAYING AGREEMENT

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

Online Banking In consideration of the Online Banking Services (Service) to be provided by LNB, the customer agrees as follows. You may use a personal computer or other electronic device (collectively Device) through an Internet connection at no charge to:

- Transfer funds between linked accounts
- View the balances of your linked accounts
- Review recent transactions in your linked accounts
- Download information about your designated accounts
- Chat with LNB online or Communicate with LNB via e-mail

Bill Payment Service In addition to Online Banking Services, for checking accounts, you may elect to use online Bill Pay Service (CheckFree). CheckFree is available to personal and business customers including commercial, sole proprietors, organizations and associations. In order to access the CheckFree service you must have a checking account with LNB. The CheckFree service is optional, however if you sign up for Online Banking, you automatically have the option to enroll and access CheckFree if you choose to enable the service. CheckFree allows you to make payments electronically from your LNB checking account to third parties. You may make payments through CheckFree to any business, professional service, merchant, family member or friend. The "Payment Account" is your designated LNB bill payment checking account from which LNB will make bill payments on your behalf pursuant to the Bill Paying Agreement/Disclosure terms and condition. By signing up for LNB's Online Banking Services you agree to the terms of the Agreements for Online Banking and Bill Paying (CheckFree) Services. For Online Banking and CheckFree Services, the terms and conditions of this agreement are in addition to the account agreement, disclosures and other documents in effect from time to time governing your accounts with LNB. This agreement supplements the Electronic Funds Transfer Agreement and disclosure that you received at the time your deposit account was opened.

2. Merchant Identification and Payment Information Payments to merchants generally include utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through LNB's CheckFree. In order to initiate payments, you will need the mailing address, telephone number and your account number with each Payee (person or entity to which you wish a bill payment to be directed). We reserve the right to decline to make payments to certain persons and entities and under certain circumstances.

3. Browser Security Requirements In order to access Online Banking and CheckFree through LNB you will need a Device with internet access and a compatible browser. You are solely responsible for the Device you use to access the Services. LNB is not responsible or liable for errors or delays or your inability to access Services caused by your Device or for any other reason. LNB is not responsible for the cost of upgrading your Device to stay current with the Services nor is LNB responsible, under any circumstances, for any damage to your Device or the data resident thereon.

4. Your Username and Password Once you enroll in Online Banking and CheckFree Services, you will create a username and a password. The first time you log in to our Online Banking you will be prompted to change your username and password, if a temporary username was given to you. The new password you select must be a minimum of 9 characters, up to a maximum of 17 characters, and should be a unique password. LNB is entitled to act on instructions received through Online Banking under your password without inquiring into the identity of the person using the password. However, do not disclose your password to anyone. For maximum security, do not leave your Device unattended while you are in our Online Internet Banking site. After fifteen minutes of inactivity, you will be logged out of the banking site.



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5. Bill Paying Agreement/Disclosure

This is your bill paying agreement with Liberty National Bank (LNB). You may use LNB's bill paying service, CheckFree, to direct LNB to make payments from your designated checking account to the Payees you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account Agreements, Disclosures and other Documents in effect from time to time governing your Account (the Deposit Account Rules).

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

PAYEES/PAYMENTS

If you want to add a new payee, use "Add a Company or Person" in the CheckFree service. You may add a new fixed payment amount to an existing Payee, only if the Payee is on your authorized list of payees, and by accessing the Service and entering the appropriate information. Most other additions, deletions or changes can be made using the Service or made in writing.

LNB reserves the right to refuse the designation of a Payee for any reason. Each Payee accepted by LNB will be assigned a payee code. Certain payments may be prohibited, see the list of such payments in the Terms of Service within CheckFree. LNB is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

THE BILL PAYING PROCESS

Payment Scheduling The earliest possible Scheduled Payment Date (the day you want your Payee to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day) for each Payee will be designated within CheckFree when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date of grace period. Depending on the method of payment, your eligible Payment Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Payee immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

Password, Security and Liability

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

Amendment and Termination

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



Online Banking Agreement

6. Our Liability for Failure to Complete Transactions If LNB does not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, LNB might be liable for some of your losses or damages. However, there are some exceptions. LNB will not be liable for instance:

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

7. Cancellation Requests You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for cancelling or editing a Scheduled Payment. Once the Service has begun processing a payment cannot be cancelled or edited, therefore, a stop payment request must be submitted.

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

9. Fees for Services Fees for services shall be payable in accordance with the LNB Schedule of Service Fees as established and amended by LNB from time-to-time, and found on [WeAreLiberty.Bank](#). Charges shall be automatically deducted from customer's account, and LNB shall provide to customer monthly a notice of such debit(s) on account statements.

10 Business Days/Hours of Operation Payments and transfers can be completed only on business days. The Service is available 24 hours a day, seven days a week, except during maintenance periods, for the scheduling of payment and transfers. You can reach our customer service desk between the hours of 7:30am and 6:00pm (CST), Monday through Friday and from 8:00am and 12:00pm on Saturday, or you may email LNB at CallCenterGroup@WeAreLiberty.Bank (see section 11 regarding email communication to and from LNB). Our lobby hours are 8:00am to 5:00pm (CST) Monday through Friday, except for bank holidays.

11. Transmissions to and from the Website

LNB's Online Banking utilizes the latest technology, which was developed to safeguard data through encryption of information. This creates barriers between systems that can only be crossed with passwords. You may elect to use our CheckFree Service to make payments out of your accounts with LNB; however, you cannot use email as a means to initiate transactions to and from your accounts with LNB. You may communicate with LNB through email. LNB will attempt to answer email communications promptly, however if you have a question or concern needing immediate attention, please contact LNB during normal business hours to speak to a customer support person at **855-351-2265** between the hours of 7:30am and 6:00pm (CST) Monday through Friday.

12. Notice of Your Rights and Liabilities Security of your transactions is important to LNB. Use of the Services will therefore require an access code and a password. If you forget your password, please call **855-351-2265** during normal business hours shown above. LNB employees will not ask you for your password. You agree to keep your password secret and you will not reveal it to anyone. You will notify LNB immediately if your password is lost or stolen or if you believe someone has discovered your password. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and LNB may accept any instructions they give LNB to make transfers or payments or otherwise use the Services. Internet Banking Services enables you to change your password; LNB encourages that you do so regularly. LNB may be liable for certain security breaches to the extent required by applicable law and regulation. LNB does not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. Please note that LNB reserves the right to (1) monitor and/or record all communications and activity related to the Services; and (2) require verification of all requested transfers in the manner LNB deems appropriate before making the transfer (which may include written verification by you.)



Online Banking Agreement

You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used in connection with a particular transaction. If any unauthorized use of your password occurs you agree to (1) cooperate in identifying and prosecuting the perpetrator; and (2) provide reasonable assistance requested in recovering any unauthorized transfer of funds.

13. Reports of Unauthorized Transactions Notify LNB **AT ONCE** if you believe your password has been lost or stolen. Telephoning **(855-351-2265)** is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell LNB within (2) business days you can lose no more than \$50.00. If you do not tell LNB within two (2) business days after you learn of the loss or theft of your password and LNB can prove that LNB could have stopped someone from using your password without your permission if you had told LNB, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell LNB at once. If you do not tell LNB within sixty (60) days after the statement was mailed to you, you may not get back any money you lose after the sixty (60) days, if LNB can prove that LNB could have prevented someone from taking the money if you had told LNB in time. If you believe your password has been lost or stolen **call 855-351-2265** during normal business hours shown above. **LNB CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

14. Errors and Questions In case of errors or questions about your electronic transactions, telephone LNB at 855-351-2265 from 7:30am - 6:00pm (CST) Monday through Friday and from 8:00am and 12:00pm on Saturday, or write LNB at: **Liberty National Bank, 629 SW C Avenue, Lawton, OK. 73501, Attention: Operations Support.** As soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, please contact LNB. LNB must hear from you no later than sixty (60) days after LNB sent you the first statement on which the problem or error appeared. You will need to:

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

If you notify LNB verbally, LNB may require you to send your complaint or question in writing within ten (10) business days following the date you notified LNB. LNB will determine whether an error occurred within ten (10) business days (twenty (20) business days if the transfer involved a POS Transfer or an EFT outside the United States)) after LNB hears from you and will correct any error promptly. If LNB needs more time, however, LNB may take up to forty-five (45) days (ninety 90 days if the error involves any POS Transfer or EFT initiated outside the United States) to investigate your complaint or question. If LNB decides to do this, LNB will credit your account within ten (10) business days (twenty (20) business day if the error involves any POS Transfer or EFT initiated outside the United States) for the amount you think is in error, so that you will have use of the money during the time it takes LNB to complete the investigation. If LNB asks you to put your complaint or question in writing and LNB does not receive it within ten (10) business days, LNB may not credit your account. If LNB determines there was no error, LNB will reverse the previously credited amount, if any, and LNB will send you a written explanation within three (3) business days after the investigation is finished. You may ask for copies of the documents LNB used in the investigation.

15. Disclosure of Account Information to Third Parties LNB may disclose information to third parties about your account or the transactions you make;

- A. where it is necessary for completing transactions or resolving errors involving the Services; or
- B. in order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or
- C. in order to comply with government agency rules, court orders, or other applicable law; or
- D. if you give LNB your permission; or
- E. as otherwise provided in other agreements you have with LNB regarding your accounts.

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



Online Banking Agreement

17. Termination If you want to terminate your access to the Service, call 855-351-2265 during normal business hours. After receipt of your call, LNB will send a written termination authorization for your signature to be returned to LNB. LNB must receive your written authorization to terminate the online banking service. **RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICES. IF YOU WANT TO MAKE SURE THAT RECURRING TRANSFERS BETWEEN ACCOUNTS ARE STOPPED YOU MUST FOLLOW THE PROCEDURES IN THE CANCELING PAYMENTS PARAGRAPH. SEE SECTION FIVE.** LNB reserves the right to terminate the services in whole or in part, at any time with or without prior written notice. In that event or in the event that you give LNB a termination notice, LNB may (but is not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. LNB also reserve the right to temporarily suspend the Services in situations deemed appropriate by LNB, in their sole and absolute discretion, including when LNB believes a breach of system security has occurred or is being attempted. LNB may consider repeated incorrect attempts to enter your access code and/or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement with respect to occurrences before termination.

18. Limitation of Liability Except as otherwise provided in this Agreement or by law, LNB is not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Service or the use thereof or arising in any way out of the installation, operation, or maintenance of your Device and for any electrical, mechanical problems that are not caused by LNB and/or for any other reason.

19. Waivers No waiver of the terms of this Agreement will be effective, unless in writing and signed by an authorized officer of LNB.

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

21. Governing Law The laws of the State of Oklahoma shall govern this Agreement and all transactions hereunder. Customer acknowledges that he/she has reviewed this Customer Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

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

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

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

25. Online Banking Service and CheckFree Fees See the LNB Schedule of Service Fees found on [WeAreLiberty.Bank](https://www.libertybank.com).

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