



The State Bank  
of Wynnewood

Member FDIC

## Application for Online & Mobile Banking

To enroll for Online & Mobile Banking service, this application must be completed, **signed by all account owners**, and returned to the bank prior to processing your request for Online & Mobile Banking.

**Six digit account number:** \_\_\_\_\_

**Name(s):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Daytime Phone Number:** \_\_\_\_\_ **Mobile Phone Number:** \_\_\_\_\_

By signing below, I am applying for Online & Mobile Banking services. I agree that sufficient funds must be available in my account on the date that I make payments or transfers using these services. I acknowledge receipt of the Online & Mobile Banking Agreement and understand the terms and conditions set forth therein and agree to be bound by them. **ALL ACCOUNT OWNERS MUST SIGN.**

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please select a temporary password for Online Banking and print it in the space below **exactly** as you wish it to be. The password must be at least eight characters in length and is case sensitive. The password must contain characters from 3 of the 4 following classes:

Uppercase letters                      Lowercase letters  
Numbers                                      Special Characters (!, #, \$ etc)

Please write below the password you use to log in to Online Banking for the first time.

**Password** \_\_\_\_\_ ( See requirements above)

**Please Print**

Return this page of the application by mail or in person to the following address:

The State Bank of Wynnewood  
P.O. Box 369  
Wynnewood, Oklahoma 73098

## **PLEASE KEEP! THESE ARE YOUR INSTRUCTIONS FOR ONLINE BANKING**

**After completing the Application for Online Banking and allowing 48 hours for processing, please do the following:**

Go to [www.sbwok.com](http://www.sbwok.com)

On the left hand side of the screen, under the heading “Go to Online Banking,” click “Log on”

You will be redirected to the log on screen where it will ask for your Login name. The first time you log on your log in name will be your account number.

(It would be beneficial for all new customers to do the online banking demo. It is offered on every page during log in.)

When redirected to the “password” screen, type in your specified temporary password.

After your password is accepted, you will be redirected to the “Login Name” screen. You must choose a new login name. It cannot remain as your customer number. After specifying your log in name and clicking “submit”, the page will refresh and you will see the message “Login name changed!”. Select “OK” in the lower right corner of the page to continue.

Next you will be redirected to the “Change Password” screen. Select a new password that meets the complexity requirements. Your password cannot be the same as your login name, and cannot have your login name within the password. After clicking “submit”, the page will refresh and you will see the message “Password Change-Successful” if your password has been accepted. Click where you see “Click here to continue” to move on.

Next, you will be at the “New Contact Method” screen. Enter your Contact Method information (SMS Text or Email), check it for accuracy and click “Continue”. A confirmation code will be sent via the method(s) entered and must be validated prior to entering Online Banking. Click the icon with the orange exclamation point to enter the confirmation code sent to your phone or email (the message must be opened up to see the confirmation code) and click “Confirm”. Upon validation of the contact method, you may click “Continue to Online Banking”.

Success!! You should now be redirected to your account information. Please remember your log on information. Should you forget any information, or lock yourself out due to incorrect password attempts etc..., please call the bank at 405-665-2001 and we will be happy to assist you.

**YOU MUST COMPLETE THIS PROCESS WITHIN 15 DAYS OR YOUR TEMPORARY PASSWORD WILL EXPIRE AND YOU WILL NEED TO CONTACT THE BANK IN ORDER TO LOG ON.**

Thank you for using our Online Banking!

# Online & Mobile Banking Agreement

**Log onto Online Banking at: [WWW.SBWOK.COM](http://WWW.SBWOK.COM)**

**Member FDIC**

**Introduction.** The following Terms and Conditions ("Agreement") apply to our Online & Mobile Banking services (defined below).

Your use of this service is your acknowledgment that You have received these agreements and intend to be bound by them. Please read this agreement carefully before accepting. We may amend these terms, and modify or cancel the services and features we offer from time to time without notice, except as may be required by law.

We may offer additional online & mobile services and features in the future. Any such added services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the feature or service if applicable.

Any account accessed through this service is also subject to the Deposit Account Agreement, Rate and Fee Schedule and the Regulation E and Privacy Disclosures (Account Disclosures) received at account opening. You should review these disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Online & Mobile Banking. If you need current copies of these disclosures, please call us at 405-665-2001.

**Definition of Terms.** As used in this Agreement, the following words have the meanings given below:

**"Account(s)"** means your eligible account(s) with The State Bank of Wynnewood that are available through On-line & Mobile Banking.

**"Device"** means a supportable computer or mobile device including a cellular phone or other web-enabled device.

**"Online & Mobile Banking"** means the banking services accessible from a computer or mobile device. Online Banking is an internet based platform available at [www.sbwok.com](http://www.sbwok.com). Mobile Banking is a mobile application available for Android and Apple devices. We may limit the types and number of accounts eligible for these services and these products may not be supported by all devices or all carriers and may not be available in all areas.

**"You"** and **"Your(s),"** mean each person who applies to use the service and each person who uses the services.

**"We," "Us," "State Bank of Wynnewood," "SBW" and "Bank"** means The State Bank of Wynnewood.

**Enrollment.** To enroll in Online & Mobile Banking, You must have at least one active account. You must have a Device to use with Online & Mobile Banking. You must be enrolled in Online Banking. Mobile Banking is offered as a convenience and a supplemental service to our Online Banking Services. It is not intended to replace access to Online Banking from your personal computer or other methods You use for managing your accounts and services with Us.

**Fees.** The State Bank of Wynnewood does not charge for Online & Mobile Banking products or its bill payment service. However, certain bill pay transfers and expedited payments may incur a charge. We will notify you of any changes to fees or other information about these Online or Mobile Banking services as required by law. **Your wireless carrier may assess you fees for data. Please consult your wireless plan or provider for details.**

**Account Names and Passwords.** Only account owners will be given access to the account via Online Banking & Mobile Banking and applications must be signed by all owners. Your initial login and all password changes must be completed through Online Banking. Upon approved application, you will obtain a customer ID and temporary password. The temporary password will expire after 15 days. Once logged in to our system at [www.sbwok.com](http://www.sbwok.com) please change your assigned customer ID to a login name of your choice. The first time you log in, you will be asked to change this password and enter contact method information. This will be used to verify your identity by sending a confirmation code to your preferred contact method (SMS Text or Email). You will then need to enter the confirmation code prior to accessing Online Banking. This process is for your protection. It is your responsibility to keep your customer ID and password safe and your phone number and/or email address up to date.

You may change your password at any time by using the Online Banking System. For security purposes, your password must be at least 8 characters and will expire every 180 days after which you will be required to change it. After 3 failed attempts to log in, your account will be locked and you must call the bank for a password reset. For security purposes we cannot accept email request for password resets.

We will accept as authentic any instructions given to us through the use of your password. If you lose or forget your password, please call 405-665-2001 during normal business hours or use the password reset feature within the online banking login if available. If we

reset your password for you, you will be required to change the password on your first log in. Some operating systems and browsers allow your PC to remember your passwords for certain programs. We recommend you do not use these functions for banking purposes. You agree that if you give your password to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to pay bills, make transfers or otherwise use the Online or Mobile Banking services.

**Types of Transactions.** You may transfer funds to and from your State Bank of Wynnewood accounts, check balances, order checks (only available through Online Banking), view transactions and images of your checks and deposits, obtain copies of statements (only available through Online Banking), make loan payments, and pay bills.

You may set up one-time transfers or recurring transfers to and from your accounts with The State Bank of Wynnewood. All transfers done before 4pm (3pm for bill payments) will be processed on that business day. Although the Online & Mobile Banking account information and history is real time or "live" data, some delay in postings to and from the Online and Mobile Banking services may occur.

Free, online statement availability will begin the first time you log on and will be ongoing to maintain a 12 month availability of statements. Copies of statements before that time can be requested from the Bookkeeping department at the bank, and may be subject to research fees.

**Limitations on Frequency and Amount.** For security purposes, there are limits on the frequency and amount of transfers you may make using the Online Banking Service.

**Your Online and Mobile Banking Responsibilities.** If at anytime your customer ID, password or mobile device used to access your account has been lost, compromised or stolen, it is your responsibility to notify the bank. You must notify us by phone at 405-665-2001 as soon as you discover that any such item has been lost or compromised. We recommend you also contact your mobile provider if you have lost your mobile access device.

You agree to monitor your account through your Online & Mobile Banking service or periodic statements and notify us immediately if you find an error.

You agree to take precautions to ensure the safety and security of your account and transactions when using Online & Mobile Banking. You agree to not leave your device or computer unattended while logged into these services and to log off immediately at the completion of access by you.

You agree to cooperate fully with The State Bank of Wynnewood and law enforcement authorities in any investigation involving unauthorized access to your accounts. We reserve the right to monitor and/or record all communications and activity related to the Online & Mobile Banking services and we may require verification of any requested transfers in the manner we deem appropriate before making the transfer. You agree that our records will be final and conclusive as to whether or not your password was used in connection with transactions.

You agree to tell us at once if your statement shows transactions that you did not make. If you do not tell us within 60 days after you receive the statement or notification of its availability online, you may not get back any money lost after the 60 days if we can prove that we could have prevented someone from taking the funds if you had told us in time.

**Online or Mobile Banking Cancellation.** You may cancel Online or Mobile Banking at any time by calling our Bookkeeping department at 405-665-2001.

**Regulation E Disclosure.** This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Bank.

**Types of Transaction and Limitations.** See above "Types of Transactions and Limitations on Frequency and Amount".

**Liability of Unauthorized Transactions.** Tell us AT ONCE if your statement shows transfers that you did not make, including those made using Online or Mobile Banking. If you do not tell us within sixty (60) days after the periodic statement was received or notification of its availability online, you may not get back any money lost after the sixty (60) days if we can prove that we could have prevented someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 405-665-2001, or write us at The State Bank of Wynnewood, 117 S. Dean A. McGee, Wynnewood, OK. 73098.

**Illegal Transactions.** You may not use your computer or smartphone for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Business Days.** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

**Documentation – Periodic Statement.** You will get a monthly account statement from us on your checking account either by mail or electronically (if you have signed up to receive electronic statements). For all other accounts, you will get a monthly account statement from us, unless there are no transactions in those accounts in a particular month (in which case you will get a statement at least quarterly). You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Our Liability for Failure to Make Transfers.** 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. However, there are some exceptions. We will NOT be liable for instance: 1. If, through no fault of ours, 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 claim restricting such transfer. 3. If the system was not working properly and you knew about the breakdown when you started the transfer. 4. If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken. 5. There may be other exceptions stated in our agreement with you.

**Error Resolution Procedures.** In case of errors or questions about your electronic transfers, you agree to call at 405-665-2001 or write us at The State Bank of Wynnewood, 117 S Dean A McGee, Wynnewood, OK. 73098, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new Account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within 3 business days after completing the 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.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make: 1. To complete transfers as necessary, 2. To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or 3. To comply with government agency or court orders; or 4. If you give us your written permission.

**Limitation of Liability.** Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special or consequential, caused by the Online & Mobile Banking services or the use thereof or arising in any way out of the installation, operation, or maintenance of your computer or mobile device.

**Indemnification.** You agree to indemnify and hold harmless The State Bank of Wynnewood for any losses or damages to the Bank resulting from the use of the Online & Mobile Banking services to the extent allowed by law.

**Governing Law.** The laws of the State of Oklahoma shall govern this Agreement and all transactions hereunder. By the usage of these services you acknowledge that you have reviewed this Online & Mobile Banking Agreement, understand the terms and conditions set forth herein and agree to be bound hereby.

## **Mobile Deposit Terms and Conditions**

### **Description:**

The remote deposit capture services ("Mobile Deposit" or "Services") are designed to allow you to make deposits to your checking, money market checking or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Bank or the Bank's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the Procedures; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The Bank offers the benefits and convenience of the Services to you for free. The Bank reserves the right to charge fees for the Services in the future or to place additional controls or discontinue the service entirely (see "Termination").

### **Hardware and Software requirements:**

You must have a Mobile Device that is acceptable to us and a wireless plan from a compatible mobile wireless provider. You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. The Bank is not responsible for any third party software you may need to use the Services. You agree that you will perform, or cause to be performed by properly trained personnel, all vendor recommended maintenance, repairs, upgrades and replacements. Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Service. You must install and test your Mobile Device, your system, and any other required hardware and software before you make your first deposit through the Service. You accept any such software "as is" and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation. We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using the Service, e-mail or the Internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

### **Deposit Limits:**

The Bank reserves the right to establish and assign to you deposit limits for the Service (including limits on the dollar amount and/or number of Checks that you may transmit through the Service individually or per day) and to modify such limits from time to time at the Bank's sole discretion, and you agree to comply with all such limits. Ask for details.

### **Fees and Charges:**

The Bank offers the benefits and convenience of the Services to you for free. The Bank reserves the right to charge fees for the Services in the future. Please check with your wireless provider about carrier and web access charges.

### **Endorsements and Procedures:**

You agree to restrictively endorse any item transmitted through the Services as "**FOR MOBILE DEPOSIT TO STATE BANK , and Your Name**". You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using the Services.

### **Check requirements (including image quality):**

The image of an item transmitted to the Bank using the Services must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer

(maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of an image of the Check is captured (such as any required identification written on the front of the Check and any endorsements applied to the back of the Check).

### **Rejection of deposits:**

After we receive Check images and all other required deposit information from you through the Service, we shall provisionally credit your designated account for the total amount of such Checks. The provisional credit is subject to final payment of the Checks and is also subject to your Bank Account Agreement. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us at our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, while we normally provide notice of rejected deposits, we may reject any Check transmitted through the Service at our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

### **Unpaid checks:**

Should you fail to produce the original check, you authorize us to deduct that amount from your account

You are solely responsible for verifying that Checks that you deposit by using the Service have been received and accepted for deposit by the Bank. The Bank will provide you with notice of any deposits that it is unable to process because Checks were returned unpaid by the payor financial institution. You agree to accept such notices at your e-mail address on file with us, but we may choose any reasonable method for providing such notices to you. In the event that the Bank credits your account for a Check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such Check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank at our sole discretion. Our right to charge your account(s) will apply without regard to whether the Check was timely returned or whether there is any other claim or defense that the Check was improperly returned. You understand and agree, that since the original Check is your property, it will not be returned and the Bank may charge back an image of the Check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original Check or a substitute check. You may not use the Service to deposit a substitute check and you may not deposit the original Check through the Service or in any other manner if you receive a dishonored Check. You agree to comply with any additional instructions we may provide to you in connection with returned Checks.

### **Duty to report errors:**

The Bank will provide you with periodic statements that will identify the deposits that you make through the Service. In addition, you may access the Bank's Online Banking service for information about your deposits, return items, deposit adjustments, Checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through the Service have been received and accepted by the Bank and are accurate. Receipt of a Check by the Bank through the Service does not constitute an acknowledgement by the Bank that the Check is error-free or that we will be liable for the Check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in your Deposit Account Agreement. You may notify us by writing to The State Bank of Wynnewood, PO Box 369, Wynnewood, OK. 73098 or telephoning us at (405-665-2001). You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this Agreement and your Deposit Account Agreement shall relieve the Bank of any liability for such error, omission or discrepancy.

### **Availability of service/Contingency:**

In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the Bank. The deposit of original checks at the Bank shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

### **Storage, security and destruction/disposal of the checks:**

After you receive confirmation that we have received an image, you must securely store the original Check for 5 business days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to

us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 5 business day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never re-present the original Check.

### **Presenting checks more than once:**

Once you have used the Service to deposit a Check you agree not to present, or allow anyone else to present, that original Check or a substitute check of that original Check again for deposit through the Service or by any other means. If you or anyone else presents a Check or substitute check for deposit more than once, in violation of this Agreement, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such Check or substitute check. You agree that we may debit from your Bank account the aggregate amount of any Checks that that are deposited more than once or returned to the bank unpaid for any reason.. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank at our sole discretion. If no other accounts are available, your account may be overdrawn and you will be responsible for the overdraft and all associated fees.

### **Your Authentication method:**

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, or authentication method that we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method. You agree to notify The State Bank of Wynnewood immediately if your authentication method is compromised in any way.

### **Data security:**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at (405-665-2001) and with written notice at The State Bank of Wynnewood, PO Box 369, Wynnewood, OK. 73098 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

### **Cooperation with Investigations:**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

### **Liability**

The Bank will exercise ordinary care in providing the Service and will be responsible for any loss sustained by Customer only to the extent such loss is caused by Financial Institution's reckless or willful misconduct. In no event shall clerical errors or mistakes in judgments constitute failure to exercise ordinary care, nor shall the Bank have any liability for any indirect, incidental, consequential (including lost profits), special, or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by the Bank. Under no circumstances shall the Bank be responsible for any liability, loss, or damage resulting from any delay in performance of or failure to perform in connection with the Service which



is caused by interruption of telephone, cell phone, or communication facilities; delay in transportation, equipment breakdown, or mechanical malfunction; electrical, power, or computer failure; accidents, fire, flood, explosion, theft, natural disaster, or other catastrophe; acts or failure to act by Customer or any third party; strikes or lockouts; emergency conditions; or riots, war, acts of government, or other circumstances which are unavoidable or beyond the Bank's control. The Bank shall not be liable for failure to perform any of its obligations in connection with the Service if such performance would result in it being in breach of any law, regulation, or requirement of any governmental authority. If the Bank fails to credit any of Customer's accounts utilized in connection with the Service in accordance with the terms and conditions of this agreement as of the date such credit was earned, upon discovery or notification of such error, the Bank will properly credit such account, but Financial Institution shall not incur any liability therefore, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the account.

## **Indemnification**

Customer shall indemnify and hold harmless the Bank and each of its directors, officers, employees, agents, successors, and assigns (Indemnitees) from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of the Service, by reason of any acts or omissions of Customer or any third party or otherwise, except to the extent such liability, loss, or damage is caused by the gross negligence or willful misconduct of such Indemnitee (provided that reliance, without further investigation, on any oral, telephonic, electronic, written, or other request, notice, or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee).

## **Termination**

Either party may terminate the Service by providing notice to the other party. The Bank may also terminate or suspend the Service without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation, or dissolution proceeding of any kind; (b) a material adverse change occurs in Customer's financial condition; (c) The Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates the terms of this Agreement or any financing arrangement with the Bank; (f) Customer fails to provide financial information reasonably requested by the Bank; (g) The Bank determines it is impractical or illegal to provide the Service; or (h) Financial Institution, in good faith, is unable to satisfy itself that the Services have been properly authorized by Customer. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions, which have been initiated prior to termination.

## **Governing Law:**

Except to the extent superseded by Federal law, the provision of Services shall be governed by the laws of Oklahoma.

## **Financial Accommodation**

Customer and the Bank agree that this Agreement and the Service constitute an agreement to provide a financial accommodation as defined in 11 U.S.C. 365.

## **Cutoff**

**Cutoff time for same-day processing is 4:00 PM.** Deposits received by the Bank after the cutoff time will be processed and credited to the account on the next business day.

**Availability of funds:** Mobile deposits are subject to the same availability guidelines as deposits made using a teller. Deposits are picked up from our mobile deposit application everyday at 9 am and 4 pm and will be available for usage shortly thereafter. Deposits made after 4 pm will be picked up at 9 am on the following business day and processed shortly thereafter.