

# Commercial Online Banking Agreement

This Agreement provides information about the Triad Bank Online service. By subscribing to the Service or using the Service to make any payments to a third party, the Customer agrees to the terms of this Agreement.

For the purpose of this document, "Customer," "you," or "your" shall refer to each Customer who signs up for Triad Bank Online. "Bank," "we," or "us" shall refer to Triad Bank. All references to time of day in this Agreement refer to Central Standard Time.

## A. Triad Bank Online Service

Triad Bank Online is an electronic banking service. You may access Triad Bank Online using a personal computer through Triad Bank's web page on the Internet.

## B. Banking Day

Triad Bank's business days are Monday through Friday, 9:00 A.M. to 5:00 P.M., excluding Federal holidays.

## C. Service Available through Triad Bank Online

Through Triad Bank Online, you may use a personal computer through an Internet connection to:

1. Obtain account balances and transaction information;
2. Transfer funds electronically between accounts;
3. Obtain account statements;
4. Obtain certain Triad Bank product and service information;
5. Electronically direct the Bank to make Bill Payments from your account to third parties ("Payees") that you have selected to receive payments through this service. You may make payments through the use of the Bill Payment service to any business, professional, merchant, family member or friend.

Collectively, these are referred to as the "Service".

## D. General Information about Triad Bank Online

You may use Triad Bank Online virtually any time, day or night, 7 days a week. However, Triad Bank Online may be temporarily unavailable due to Triad Bank record updating or technical difficulties. To utilize the services, you will need to enter your User ID or Account # and Password and otherwise satisfy the system's security procedures. You cannot use an e-mail to make a Bill Payment or Transfer Funds.

## E. Bill Payment Procedures

1. **Account Designation and Payees.** The payee list is a list of all utility companies, merchants, financial institutions, insurance companies, individuals, etc. to whom you make payments through Bill Payments. To be processed correctly, you must include a complete mailing address, telephone number and account number for each Payee. Any payee you wish to pay through Triad Bank Online must be payable in U.S. Dollars and located in the United States.

- 2. Scheduling and Delivery of Bill Payments.** You may schedule Bill Payments to be initiated on the current business day, on a future date or on the same date of each month, subject to the restrictions in the Bill Payment Agreement. Although you can enter payment information through the Service 24 hours a day, 7 days a week, payments can be initiated only on business days. Funds will be deducted from your Account on the business day on which a payment is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." Funds must be available on the Transaction Date. If you direct the initiation of a payment to occur on a day other than a business day, it will be initiated on the following business day. You cannot cancel a Bill Payment for any reason once you have submitted the transaction and received a confirmation number, as funds are immediately deducted from your designated account.

After funds are withdrawn from your Account, we may remit your payments by mailing your payee a check, by electronic funds transfer, including ACH, or by other means as appropriate. Because of the time it takes to send payments, your payee will generally not receive payment on the Transaction Date. This applies regardless of whether the payment is a next-day payment, a future payment or a recurring payment. Therefore, in order to provide sufficient time for Bill Payments to be received by your payee, the Transaction Date should be at least 5 business days prior to the date the payment is due, excluding any applicable grace periods. It is helpful to allow additional time for a payment to be completed the first time a payment is sent to a payee through the Service. This allows the payee to adjust to the new form of payment. Payments must be scheduled by the electronic cut-off of 6:00 p.m. CST on any business day in order for the payment to be initiated for that business day.

You agree that we may obtain information regarding your account with any payee in order to facilitate proper handling and crediting of your Bill Payments.

We may establish restrictions limiting the number of Bill Payments allowed.

- 3. Recurring Bill Payments.** Recurring payments are those made for the same amount scheduled on a weekly, bi-monthly, monthly basis or some other consistent interval. Once started, recurring payments will be made automatically until the Bank is notified to stop or cancel the service and the bank has sufficient time to cease the recurring payment(s).
- 4. Canceling Bill Payments.** You may use a PC to cancel a payment up to 6:00 p.m. CST on the business day the payment is scheduled to be initiated. If you are canceling a recurring payment using the Bill Payment service, all future payments to that Payee will cease unless you specifically instruct the Bank to continue future recurring payments. There is no fee for canceling a payment online.

## **F. Our Liability for Failure to Complete Transactions**

Triad Bank is responsible only for exercising ordinary care in making payments upon your authorization and for mailing or sending a payment to the designated payee. If we do not complete a payment on time or in the correct amount according to this Agreement, we might be liable for some losses or damages. The Bank is not liable in any way:

1. If through no fault of the Bank, you do not have sufficient funds in your account to make the payment on the processing date
2. If the estimate of time to allow for delivery to the payee is inaccurate
3. If due to delays in mail delivery, changes of merchant address or account number payment is not made in a timely manner
4. For the failure of any merchant to account correctly for or credit the payment in a timely manner, or

otherwise mishandle or delay the payment

5. If the money in your account is subject to legal process or other encumbrances restricting the transaction
6. If the system was not working properly when you started the transaction
7. If circumstances beyond our control (such as fire or flood or systems failure) prevent the transaction, despite reasonable precautions that we have taken
8. If the payment would go over the credit limit on your overdraft line
9. If you incorrectly type required information such as account number, amount or other necessary information.

There may be other exceptions not specifically mentioned above.

## G. Transfers

- 1. Transfers Between Accounts.** You may schedule transfers to be initiated on the current business day, on a future date, or on the same date of each month. External Transfers are subject to the restrictions in the External Transfer Agreement. Although you can enter transfer information through the Service 24 hours a day, 7 days a week, transfers can be initiated only on business days. Funds will be deducted from your account on the business day on which a transfer is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." Funds must be available on the Transaction Date. If you direct the initiation of a transfer to occur on a day other than a business day, it will be initiated on the following business day. You cannot cancel a transfer for any reason once you have submitted the transaction and received a confirmation number, as funds are immediately deducted from your designated account. Transfers must be scheduled by the electronic cut-off of 6:00 p.m. CST on any business day in order for the payment to be initiated for that business day.
- 2. Recurring Transfers.** Recurring transfers are those made for the same amount scheduled on a weekly, bi-monthly, monthly basis or some other consistent interval. Once started, recurring transfers will be made automatically until the Bank is notified to stop or cancel the service and the bank has sufficient time to cease the recurring payment(s).
- 3. Canceling Transfers.** You may cancel a transfer online up to 6:00 p.m. CST on the business day the transfer is scheduled to be initiated. If you are canceling a recurring transfer, all future transfers will cease unless you specifically instruct the Bank to continue future recurring transfers. There is no fee for canceling a payment online.

## H. Statements

You will have the capability of viewing up to two months' worth of account history for checking and savings accounts. Certificates of deposit and loans will display lifetime history. All payments, transfers and/or fees associated with the Service will appear on your monthly account statement. The payee name, payment amount, and date of the payment will be shown for each payment made through the Service during that month. If you enter a transaction description, this will also appear on the monthly account statement.

## I. Security Procedures

The Bank will provide a secure environment for you to initiate transactions through online banking. We implement appropriate technology to ensure customer information is safe and secure, and to protect against unauthorized access. We use multi-factor authentication security to identify you as the legitimate user trying to gain access to your accounts. Data that is transmitted between your computer and the Bank's database which contains your private information is encrypted to ensure your privacy and protection. The Bank also uses up-to-date antivirus software and firewall security.

In addition to security measures implemented by Triad Bank, you should take similar steps to secure your computer/network so your electronic data isn't compromised.

As a condition of using Triad Bank's Online Banking service, you agree to secure the computer(s), and network (if applicable) you use to access our online banking service. You agree to do so by:

1. maintaining up-to-date anti-virus and anti-spyware protection
2. maintaining up-to-date firewall; and
3. patching critical systems, such as your operating system.

Each individual who has been approved to access Online Banking, must have a unique User ID and Password. Your Password must be a minimum of 8 characters, up to a maximum of 12 characters, which must consist of at least 1 alpha character, 1 numerical character and 1 symbol. Your Password is your confidential code for accessing the account and it should not be shared with anyone. It should be easily remembered by you, but not too easily guessed by someone else. Therefore, you should not use: your name, spouse's name, child's name, pet's name, social security number, account number, etc. You may change your Password online and we encourage you to change your Password periodically for security purposes.

If a Password is lost or forgotten, please call (918) 749-1000 during normal business hours. The Bank may require that you verify your identity by providing personal information such as social security number, date of birth or other information.

You agree to keep your Password secret and notify us immediately if your Password is lost, stolen or if you believe someone else has discovered your Password. It is agreed that if your Password is given to someone else, you have authorized them to act on your behalf and the Bank may accept instructions given to make transfers or otherwise use the Service. We may be liable for certain breaches to the extent required by applicable law and regulation. We do not assume other liability or otherwise guarantee the security of information in transit to or from our facilities. We reserve 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 the Bank deems appropriate before making the transfer (which may include written verification by you).

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 with the Bank and appropriate law enforcement authorities in identifying and prosecuting the perpetrator, and
2. Provide reasonable assistance requested by the Bank in recovering any unauthorized transfer of funds.

Tell the Bank **AT ONCE** if you believe your Password has been lost or stolen. Quick notification is the best way to keep losses down.

**WE CANNOT ACCEPT NOTIFICATION OF LOST OR STOLEN PASSWORDS OR UNAUTHORIZED TRANSFERS VIA E-MAIL.**

## **J. Errors or Questions**

In case of errors or questions about your electronic transactions, telephone us at (918) 749-1000 during normal banking hours or write:

Triad Bank  
Attention: Online Banking  
PO Box 35567  
Tulsa, OK 74153-0567

Contact the Bank if you believe your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or receipt. You must:

1. Tell us your name and account number
2. Describe the error or payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we will require that you send your complaint or question in writing within 10 business days following the date you notified us verbally. You may be required to provide your complaint in the form of an affidavit.

Within 10 business days after we hear from you in writing, we will determine whether an error occurred and will correct any error promptly - 20 business days if the suspected error involves an electronic fund transfer to or from the account within 30 days after the first deposit was made. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days so that you will have use of the money during the time it takes us to complete our investigation - 20 business days if the suspected error involves an electronic fund transfer to or from the account within 30 days after the first deposit was made. If we ask you to put your complaint or question in writing and we do not receive it within 10 days, we may not re-credit your account.

If we determine that there is no error, we will reverse any previously credited amount. We will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Other Problems.** If you believe an error other than those initiated through Triad Bank Online has occurred concerning a deposit account, refer to your monthly statement for instructions regarding how to resolve your question or correct an error.

## **K. Account Information Disclosure**

We will disclose information to third parties about your account and the payments or transfers you make:

1. When it is necessary for verifying or completing payments or transfers, or resolving a problem relating to a payment or transfer;
2. In order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders, or other applicable law or regulation;
4. If you give us your written permission; or
5. As otherwise permitted in Triad Bank's Deposit Agreement and Disclosures, Triad Bank's Privacy Policy, by law, or as required by government regulations.

## **L. Other Conditions**

You are responsible for complying with all terms of this Agreement and the regulations governing the deposit accounts which you access using Triad Bank Online. The regulations governing your deposit account are set forth in your Deposit Agreement and Disclosures, a copy of which is available from Triad Bank.

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

Except as otherwise provided in this Agreement or by law, we are not liable for any loss, injury, or damage, whether direct, indirect, special, incidental or consequential, caused by the Service or the use

thereof or arising in any way out of the use of the Service, including but not limited to any damage to your equipment.

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

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

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

## **M. Change in Terms**

We can change a term or condition of this Agreement, including change in fees, by mailing or delivering to you a written notice at least 30 days before the effective date of any such change. We do 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 our system or an account. However, even in those cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you if practicable, or within 30 days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in the account records or the e-mail address which you authorized to receive such notices and/or disclosures.

## **N. Termination**

To terminate access to the Service, call (918) 749-1000 during regular business hours. RECURRING TRANSFERS WILL NOT NECESSARILY BE DISCONTINUED BECAUSE YOU TERMINATE ACCESS TO THE SERVICE. IF YOU WANT TO TERMINATE RECURRING TRANSFERS BETWEEN ACCOUNTS, YOU MUST REQUEST IN WRITING THAT YOU WANT ALL RECURRING TRANSFERS TO CEASE. The Bank reserves the right to terminate the Service, in whole or in part, at any time with or without prior notice. In that event, the Bank may (but is not obligated to) immediately discontinue making previously authorized transfers, including recurring transfer and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination.

## **O. Schedule of Service Charges**

**There is no service charge to use Triad Bank Online for the following banking services:**

- Access accounts 24 hours a day
- Transfer between accounts
- Contact customer service
- Unlimited Bill Payment
- Check balances
- Export to Quicken
- View statements & history information

**Transaction Fees.** If the deposit account from which the Bill Payment or Transfer is made is charged per-



item fees for excess debit transactions, such as Money Market accounts or Savings, Triad Bank Online transactions will be included to determine excess transactions. The amount of this fee, and specific types of accounts in which per-item fees are applicable are set forth on the Triad Bank Commercial Accounts page at [www.triadbank.com](http://www.triadbank.com).

**Applicable to All Fees and Charges.** Service charges will post to your account, regardless of whether or not there are sufficient funds in your account on the date the fee is payable. You agree to provide sufficient funds to cover any service charges.

Additional fees possible are set forth on our Schedule of Fees and Services page at [www.triadbank.com](http://www.triadbank.com).