

TERMS AND CONDITIONS

Online Banking

These terms and conditions constitute the agreement ("Agreement") between you and **Community National Bank of Okarche** ("Bank") with respect to the provision of Online Banking Services (the "Service") to you. Your use of the Service constitutes your agreement to be bound by the terms of this Agreement. In this Agreement, the words "you" and "yours" mean each person who applied for the Service, and the terms "us" and "we" mean the Bank. This Agreement is in addition to other agreements between the parties.

Online Banking Service

Online Banking allows you to transfer funds and review account activity using a personal computer. By applying for the Service, you authorize the Bank to provide information regarding your accounts with the Bank and to follow your instructions in the use of the Service. You may use your username and password to access the Service via the Bank's Internet Web Site.

Password and Security

You agree not to give or make available your online password to any unauthorized individuals. We will not contact you via email or phone requesting your Online Password. If you are contacted by anyone requesting this information please contact us immediately. You agree to take adequate measures to guard against unauthorized access to your Online Password. If you believe that your password has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Bank at once by calling Community National Bank in Okarche at 1-405-263-7491 or Community National Bank in Fairview at 1-580-227-4426 or writing to us at the address listed below under Errors and Questions. Telephoning is the best way to reduce potential losses. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner. Unless otherwise provided in this Agreement or as required by law, you agree to be fully liable for all losses, which may arise from unauthorized transactions.

If you are a business and you distribute your Online Password to individuals within your organization you are fully responsible for any and all actions by such individuals as it relates to the Service and their use thereof. Each individual that you provide access to your account has the same rights, privileges, and ability to transact transfers and payments. Each of the persons that establish an Online Banking relationship on behalf of an entity represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the entity and to bind such entity to the terms of this Agreement.

Errors and Questions

In case of errors and questions about your electronic transfers, you should contact us as soon as possible by:

1. Telephoning us at: 1-405-263-7491 or 1-580-227-4426
2. Writing us at: Community National Bank, P.O. Box 545, Okarche, OK 73762
3. Sending us a Secure Message: Logon to Online Banking and click Message Center to send us a message.

If you think that your statement is wrong or you need more information about a transfer listed on a statement, you must notify us no later than sixty (60) days after the date on the first statement on which the problem or error appeared.

You must:

1. Tell us your name and account number;
2. 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; and
3. Tell us the dollar amount of the suspected error.

If you tell us anything under this Agreement or about the Service orally, we may require that you send your statements in writing within ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. You agree to assist us in the discovery and resolution of issues related to errors or unauthorized use.

Except as noted below, we will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within (ten) 10 business days 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.

Special Rules for New Customers - If you are a new customer, for transfers occurring within thirty (30) days after the first deposit in your account, we will determine if an error occurred within twenty (20) business days after we hear from you. However, if needed, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within twenty (20) business days for the amount, you think is in error so that you will have the use of the money while we complete our investigation.

We will tell you the results within three business days after completing our 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.

Your Liability for Unauthorized Transfers

In accordance with our Online Banking Guarantee, if you tell us within sixty (60) days of the transaction first appearing on your statement, you shall have no liability for unauthorized use. Tell us at once if you discover your password has been lost or stolen or your account is otherwise subject to access. If you do not tell us within sixty (60) days after the statement containing an unauthorized transaction was mailed to you, you may lose any amount transferred without your authorization if we can prove that we could have stopped someone from making the unauthorized transfer if you had told us on time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make only in the following situations:

1. Where it is necessary for completing transfers
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
3. In order to comply with a governmental agency or court orders
4. If you give us your written permission
5. As otherwise stated in our Privacy Policy located on our Web Site

Fees and Charges

you will not be charged a fee for the use of the Service. For other charges applicable to your deposit account, refer to your product brochure.

Documentation of Transfers

You will get a monthly account statement. However, with respect to a savings account, if there are no electronic funds transfers in a particular month, you may not get a statement monthly but you will get a statement at least quarterly.

Limitations on Transfers

Federal regulations require limitations on the frequency of preauthorized and "Telephone Transfers" from savings accounts and money market deposit accounts. ("Telephone Transfers" as used in this paragraph refers to transfers initiated through Online Banking, Online BillPay, and those initiated by telephoning the Bank and instructing Bank personnel to transfer funds from your savings or money market deposit accounts). Additional information can be found in the product brochures.

Business Days

Our business days are Monday through Friday up to 7:00pm (Central Time), excluding weekends and holidays.

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, we will be liable for your losses or damages, including your late fees, according to our Agreement with you and as provided by law. However, there are some exceptions to this liability. For instance, we will not be liable in the following circumstances:

1. If through no fault of ours, you do not have enough funds in your account to make the transfer, or the transfer would exceed the credit limit on any overdraft line associated with the account;
2. The equipment or software used by the Bank to provide the Service was not working properly and you knew or were advised by the Bank about the malfunction before you executed the transaction;
3. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction despite the reasonable precautions we have taken;
4. You have reported your password as lost or stolen or we suspect your password is being used in an unauthorized or fraudulent manner;
5. Your Service has been cancelled;
6. If the funds in your account are unavailable because of garnishment, levy, or other hold requirements imposed upon us by law or by a government agency or court orders.

Our liability is explained in any agreements, notices and disclosures that we separately provide to you from time to time regarding your accounts and the Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your accounts through the Service. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Services as expressly stated in this Agreement and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Services or as required by law.

Unless otherwise required by law, in no event will we or our affiliates be liable to you for special, indirect, punitive, or consequential damages including, without limitation, lost profits and attorney's fees, even if we are advised in advance of the possibility of such damages.

We will not be obligated to honor, in whole or in part, any transaction, or instruction which:

1. is not in accordance with any term or condition applicable to the Service or any related account;
2. would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
3. would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority; or
4. is not in accordance with any other requirement of our applicable policies, procedures, or practices.

In the Event You have Insufficient Funds

In using the Service, you are requesting us to make payments for you from your Community National Bank of Okarche account. If we are unable to complete the transaction due to insufficient funds or because the transaction exceeds the credit limits on overdraft lines of credit associated with your account, the payment transaction may not be completed. You are responsible for checking the status of transactions on your account.

Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended by the Bank from time to time. In such event, the Bank will post the amended terms or conditions on the sign in page on the Web Site. Any use of the Service after the Bank posts a change will constitute your

agreement to such change(s). Further, the Bank may from time to time revise or update the programs, and/or related material, which may render all prior program versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the Service, and/or related material and limit access to the Bank's more recent revisions and updates of the Service.

You agree we may provide you with all disclosures, notices and other communications about the Service and any future amendments, in electronic form. We will provide all future notices by posting them on the sign in page for a period of at least 90 days. At your request, we will provide you with a paper copy of any of the documents posted electronically without any fee by calling us at 1-405-263-7491. The bank cannot guarantee the receipt of the notices.

Termination or Discontinuation

In the event you wish to discontinue the Service, you must contact the Bank in writing. Written notice of service discontinuance must be supplied ten (10) days prior to the actual discontinuation date and must be sent to:

Community National Bank
P.O. Box 545
Okarche, OK 73762

The Bank may terminate use of the Service by any individual at any time. Neither termination nor discontinuation shall affect your liability or obligation under this Agreement.

Disputes

In the event of a dispute regarding the Service, you and the Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any prior agreement, representation or warranty, oral or written, and any other communications between you and the Bank relating to the subject matter of this Agreement, except to the extent that this Agreement may be subsequently modified by the Bank posting additional terms and conditions on the Web Site as described under the Alterations and Amendments section of this Agreement above. If there is a conflict between what a Bank employee says and the terms of this Agreement, the terms of this Agreement shall control.

Your use of the Service may also be affected by the agreements between us for your deposit, check card, credit card and other linked accounts. When you link an account to the Service, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions that might impact your use of an account with this Service.

Assignment

You may not assign this Agreement to any other party. The Bank may assign this Agreement at any time. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

No Waiver

The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Captions

The captions of Sections are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.

Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to its conflicts of laws provisions. Any cause of action for a breach or enforcement of, or a declaratory judgment respecting, this Agreement shall be commenced and maintained only in the United States District Court for the Western District of Oklahoma or the applicable Oklahoma state trial court sitting in Kingfisher, Oklahoma and having subject matter jurisdiction.

Miscellaneous

In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation). In the event any provisions of this Agreement, or the application of such provisions to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable, to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law. This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.