



OLD GLORY BANK™

Consumer Account Quick Links:

**Terms and Conditions
Schedule of Fees**

Online Banking Disclosure

Consumer Debit Cardholder Agreement

Minor Account Use Agreement



OLD GLORY BANK™

YOUR DEPOSIT ACCOUNT

Terms and Conditions

Electronic Transfers

Funds Availability

Substitute Checks

Truth in Savings

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FACTS			WHAT DOES OLD GLORY BANK DO WITH YOUR PERSONAL INFORMATION?		
Why?			Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?			<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> } Social Security number and account balances } Checking account information and payment history } Credit history and credit scores <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>		
How?			All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Glory Bank chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information			Does Old Glory Bank share?		
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus			Yes		
For our marketing purposes - to offer our products and services to you			Yes		
For joint marketing with other financial companies			No		
For our affiliates' everyday business purposes - information about your transactions and experiences			No		
For our affiliates' everyday business purposes - information about your creditworthiness			No		
For our affiliates to market to you			No		
For nonaffiliates to market to you			No		
Questions?			Call 888-446-5345 or go to www.oldglorybank.com		

Who We Are	
Who is providing this notice?	Old Glory Bank
What We Do	
How does Old Glory Bank protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
How does Old Glory Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for a loan or make a wire transfer • make deposits/withdrawals from your account or open an account • use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Glory Bank does not share with our affiliates.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • <i>Old Glory Bank does not share with non-affiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>We do not do joint marketing with affiliates or non-affiliates.</i>
Other Important Information	
<p>For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p> <p>For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.</p> <p>For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p>	

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Oklahoma and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We will not accept transactions by mail to the digital bank. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. We will not accept third-party checks for deposit.

A "Spending" account is the same as a Checking account.

WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions. An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

OVERDRAFT SECURITY PROGRAM - The Bank believes that it is important to use your checking account responsibly. We also understand that mistakes and financial shortfalls happen from time to time. Whatever your circumstance, we provide an overdraft and nonsufficient funds (NSF) service that is designed to assist you through short-term difficulties. The following service is available to protect you in the event that your checking account should become overdrawn:

Freedom Spending Account - For all customers with a Freedom Spending Account who have already Opted In and authorized the Bank to pay Overdrafts on everyday Debit Card transactions, you will also be automatically granted a no-fee Overdraft Security limit of \$25.00 after your account has been opened for at least 60 days and your account remains in good standing*. This amount will not be eligible for ATM withdrawals or P2P transactions but will be applied to everyday debit card transactions and other types of payments such as electronic transfers, ACH items and checks.

For any transactions over your balance plus the \$25.00 Overdraft Security amount, the transaction will be declined. If an item is processed such as an ACH, the account will be charged an NSF fee of \$20.00 per item up to 5 items per day, up to a max of \$100.00 per day. To continue to participate in the Overdraft Security program, any outstanding overdraft amounts must be brought to a positive account balance within 2 weeks or 10 calendar days. If (i) your Freedom Spending Account has been open for at least 150 calendar days and in good standing* for such 150 days, plus (ii) you have Qualifying Direct Deposits** of at least \$177.60 per month for at least 3 calendar months, then you may request an increase of Overdraft Security of up to \$200. Even if you satisfy these conditions, Old Glory Bank has complete discretion to determine approval, which discretion will include (without limitation) your account history and other risk-based factors established by Old Glory Bank from time to time.

Premium Checking Account - For all customers with a Premium Checking Account who have already Opted In and authorized the Bank to pay Overdrafts on everyday Debit Card transactions, you will also be automatically granted a no-fee Overdraft Security limit of \$250.00 after your account has been opened for at least 60 days and your account remains in good standing*. This amount will not be eligible for ATM withdrawals or P2P transactions but will be applied to everyday debit card transactions and other types of payments such as electronic transfers, ACH items and checks.

For any transactions over your balance plus the \$250.00 Overdraft Security amount, the transaction will be declined. If an item is processed such as an ACH, the account will be charged an NSF fee of \$20.00 per item up to 5 items per day, up to a max of \$100.00 per day. To continue to participate in the Overdraft Security program, any outstanding overdraft amounts must be brought to a positive account balance within 2 weeks or 10 calendar days.

Notes:

*Good Standing is when the account is not currently overdrawn, has no active legal actions such as garnishment, levy, administrative or other legal process.

** Qualifying Direct Deposit means a deposit that is from a customer's employer, payroll, or benefits provider via ACH deposit. Check deposits (mobile, mail or in-person), Peer to Peer (P2P) transfers, merchant transactions, or bank ACH transfers not from employers or benefit providers are not Qualifying Direct Deposits.

For additional information or questions on the program, please contact us at 888-446-5345 or customerservice@oldglorybank.com.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Important information regarding "decoupled" cards - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Note that items may not be processed in the order they are received.

General Categories, Order of Item Posting

Below is a summary of the order in which we generally post transactions to your Account. This summary is intended to be a representative of the most common types of transactions within each category, and other items may be processed to your Account even if they are not specifically listed below.

Posting of transactions during nightly processing occurs in the following order:

Offline deposits and credits

Online transactions including:

Online Debit and Credit transactions in date and time order;

This includes Teller, ATM, ACH Credits, Internet Banking and Online Transactions

Point of Sale transactions (by date and time order) and ACH Debits (posted by smallest to largest amounts)

Offline debits

Checks you have written, posted in check number sequence

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die.

- If only primary beneficiaries have been named on the account:
 - On the death of the last surviving account owner, the account is payable to the surviving beneficiaries. If two or more primary beneficiaries are named and survive the death of all persons creating the account, such primary beneficiaries will own this account in equal shares, without right of survivorship. If all primary beneficiaries die before the last surviving account owner dies, the account is payable to the estate of the last surviving account owner.
- If there is only one primary beneficiary on the account, an account owner may designate one or more contingent beneficiaries. If there is more than one primary beneficiary on the account, contingent beneficiaries shall not be allowed. If one or more contingent beneficiaries have been named on the account:
 - On the death of the last surviving account owner, the account is payable to the primary beneficiary if living.
 - On the death of the last surviving account owner, if the primary beneficiary is not living, the account is payable to the contingent beneficiaries who are alive at the time of the account owner's death in equal shares. No interest in the account will belong to either the primary beneficiary's estate or to the estate of any predeceased contingent beneficiary.
 - On the death of the last surviving account owner, if neither the primary beneficiary nor any contingent beneficiary is living, the account is payable to the estate of the last surviving account owner.

The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. Distributions from POD accounts shall be consistent with 6 Okl. St. 901 for banks.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. In general, your stop-payment order - whether we receive it orally, in writing, or by another type of record - will be effective for six months. We will send you confirmation - either in writing or by another type of record - of your stop-payment order which will include the date on which your stop-payment order will lapse. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood.) We may rely on the information in that confirmation unless you notify us immediately of any errors. We are not obligated to notify you when a stop-payment order expires. However, you can prevent your stop-payment order from expiring by renewing your stop-payment order before the end of the six-month period.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

TRANSFER LIMITATIONS - For money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Items presented for payment after the account is closed may be dishonored.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business

on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

AUTHORIZED SIGNER - The authorized signer is merely designated to conduct transactions on behalf of the individual owner or joint owners. Joint owners agree that the authorized signer can sign on behalf of any of the joint owners. Owners do not give up any rights to act on the account. The authorized signer may not in any manner affect the rights of the owners or beneficiaries, if any, other than by withdrawing funds from the account. The authorized signer has the following powers:

- Sign checks
- Make deposits of checks payable to the account owner into the account
- Make cash deposits into the account
- Obtain an account balance
- View copies of checks he or she has signed, and
- Obtain deposit slips when making a deposit.

Additional options and powers may be granted by separate agreement.

Account owners are responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners. Any one owner may terminate the authorization at any time. For accounts owned by a single individual, the authorization is automatically terminated by the death of the owner. For accounts owned by multiple individuals, the authority is terminated by the death of the last surviving owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

CHECKS RE-PRESENTED ELECTRONICALLY - If a deposited item is returned unpaid, we may choose to redeposit the item either in its original form or by converting it to an electronic payment and redepositing it as an ACH entry, in each case without notice to you. Checks re-presented electronically will not be included with your Statement or otherwise returned to you. This type of check conversion is not an Electronic Funds Transfer subject to the terms of the Electronic Transaction Disclosure and Error Resolution Notice.

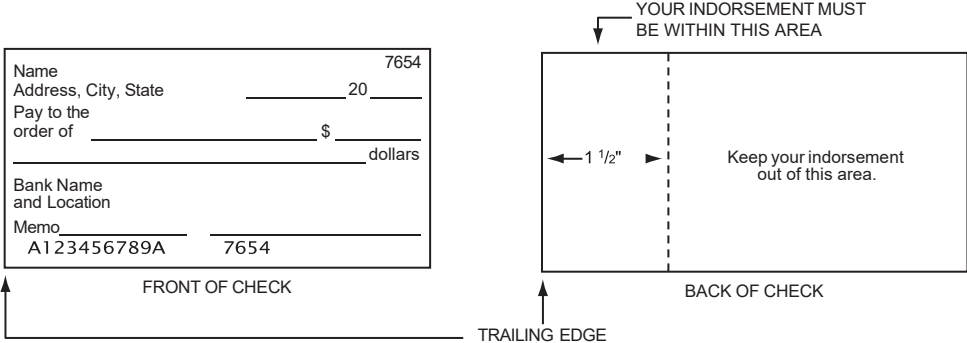
CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - Old Glory Bank aims to protect our customers' accounts. Therefore, if we are served with a lawful subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that lawful legal action as required by applicable law, **unless** we determine such legal action violates your constitutional rights or is clearly related to you lawfully exercising your constitutional rights, then we may decide to not comply. However, whether we comply with such legal action (or not), you shall not be deemed to have waived any rights you may have under the Constitution and applicable law with regard to such legal action. Separately, in connection with such lawful legal action we may, in our good faith discretion, freeze the assets in your account and not allow any payments or transfers out of the account until we determine otherwise or there is a final court determination regarding such legal action. You understand that we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with applicable law relating to such lawful legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. However, you will not be charged any fees (including our legal fees) if we decide to not comply with any such legal action because we believe such legal action violates the Constitution.

ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

Check Writing-You will be permitted to write up to 4 paper checks per monthly periodic statement cycle. After 4 checks have been processed for that period, a fee of \$5.00 will be assessed for every additional check processed during that statement cycle.

INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or

other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

AUTHORIZED MOBILE USER - You may wish to appoint a trusted person to add to your account as an Authorized User, such as a parent, sibling, adult child, or business manager. Your Authorized User will have access to your account via online and mobile banking via their own User ID and Password. Your Authorized User will be able to view your account balance, **plus process ANY transaction** that can be processed via our mobile and online banking, including (without limitation) Old Glory Pay, Bill Pay, transfers, and ACHs. Do not permit someone to be an Authorized User unless you trust this person to not misappropriate your funds! **You are 100% responsible for the actions of your Authorized User. For example, if your Authorized User undertakes a banking transaction that you do not approve, there will be no remedy from Old Glory Bank and no liability to Old Glory Bank.** To designate an Authorized User, start by calling Old Glory Bank Customer Service at 888-446-5345. Because adding an Authorized User can be an invitation to fraudsters to gain access to your account, after you discuss this request with Customer Service, we will e-mail to your e-mail on record an electronic signature consent form, *plus* we will text to you an access code to open that consent form. To *remove* an Authorized User, merely call Old Glory Bank Customer Service at 888-446-5345. You agree not to hold us responsible for any loss or damage you may incur as a result of any action by an Authorized User.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FDIC INSURANCE - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Old Glory Cash-IN

You may use Old Glory Cash-IN to make a cash deposit to your selected Old Glory Bank Account by going to a participating retailer, providing the one-time use barcode generated within your Old Glory Bank App (the "**Cash-IN Barcode**") to the cashier, and tendering the amount of your cash deposit. The Cash-IN Barcode has an expiration time period, so if you desire to make a cash deposit after the Cash-IN Barcode has expired, you will need to generate a new Cash-IN Barcode within your Old Glory Bank App. Participating retailer locations near you are available within your Old Glory Bank App (assuming you have not turned-off location services).

Old Glory Bank will charge your Account a fee to use Old Glory Cash-IN, of \$2.99 per cash deposit. However, if your cash deposit is at least \$200.00 for any given transaction, then no fee will be charged for that transaction. If you do not accept this applicable fee, do not proceed with using Old Glory Cash-IN and do not generate a Cash-IN Barcode and do not deposit cash at a participating retailer.

You will be required to provide identification to complete your cash deposit. You may not cancel any cash deposit once it has been initiated. Retain the paper receipt you receive from the participating retailer as a record of your transaction. If you log-out of your Old Glory Bank App and log back in, you will see the cash deposit transaction in your account's activity screen. If you do not see the applicable credit within your account activity screen within a few minutes, please call Old Glory Bank Customer Service at 888-446-5345. No refunds will be given for any cash deposit, except as required by law. If you believe an error has been made in the amount of credit for your cash deposit, you must notify Old Glory Bank Customer Service by calling 888-446-5345 within 60 days from the date of receipt of your periodic statement of the date of such cash deposit transaction. Upon receiving timely notice of your suspected error, Old Glory Bank will conduct an investigation and notify you within 10 days of the resolution of same. Please refer to your current Terms and Conditions related to Error Resolution processing.

You are limited to aggregate cash deposits via Old Glory Cash-IN of \$4,000.00 per monthly statement cycle. Your daily limit is \$2,000.00. Please note that even if our daily limit is \$2,000.00, it is very likely that participating retailers who accept Old Glory Cash-IN may have a limit that is lower than our limit. For example, if your daily limit is \$2,000, the participating retailer you visit to deposit cash may have a daily limit of only \$1,000.

Use of Old Glory Cash-IN

In connection with your cash deposit via Old Glory Cash-IN, please note that certain payment and technology services are being provided by InComm Financial Services, Inc. ("InComm"), a licensed money transmitter. However, if there are any questions about your use of Old Glory Cash-IN, you should not contact InComm. Instead, only contact Old Glory Bank Customer service at 888-446-5345.

Cash deposited through your use of Old Glory Cash-IN will be immediately credited to your account and otherwise be available in accordance with this agreement. You will see a credit for your Cash-IN transaction by logging-out and logging back-into the Old Glory Bank App. We may revoke, suspend or otherwise deny your ability to use Old Glory Cash-IN under the terms of this agreement, including (without limitation) at any time without cause or notice, including by declining an authorization for any illegal transaction or other actions that put Old Glory Bank (or InComm or any participating retailer) at material risk. We also may further limit the number or amount of cash deposits that may be made by you via Old Glory Cash-IN. Use of Old Glory Cash-IN is subject to applicable law and all applicable rules of any clearinghouse or cash deposit network involved in collecting or processing your cash deposit. The Cash-IN Barcode has no value associated with it and may only be used to identify your account to which you may direct a cash deposit.

Savings-Linked Overdraft Protection

You may opt-in to our Savings-Linked Overdraft Protection program by calling customer service at 888-44OldGlory (888-446-5345), **assuming you have previously** opted-in to our Overdraft Security Program (described above).

If you opt-in, our Savings-Linked Overdraft Protection program can protect you from being overdrawn in your Freedom Spending Account by linking your Freedom Savings Account to one or more of your Freedom Spending Accounts. If your linked Spending Account closes a business day in an overdrawn status, available funds will automatically be transferred from your Savings Account to such Spending Account to bring the Spending Account back to a zero-dollar balance.

By opting into this Savings-Linked Overdraft Protection program, you authorize the Bank to conduct transfers of available funds from your linked Savings Account to such Spending Account if such Spending Account is in an overdrawn status. Your linked Savings Account must have the available funds required to cover the overdrawn amount to avoid NSF fees (described above), subject to the applicable fees per transfer described below. If your linked Savings Account does not have available funds to bring your Spending Account back to a zero-dollar balance, such Spending Account will remain in an overdrawn status and you will be assessed applicable NSF fees (otherwise described herein). Funds involved in transfers conducted to execute this Savings-Linked Overdraft Protection will not be available for any other purpose and will be applied to such applicable Spending Account during nightly processing.

Commencing on January 15, 2024, each daily transfer conducted under this Savings-Linked Overdraft Protection program that is in excess of ten dollars (\$10.00) will be assessed an aggregate fee equal to five dollars (\$5.00) per transfer. Please note there is only one aggregate transfer per day, so there can only be one fee per day. This fee will be waived for the first two (2) transfers under the Savings-Linked Overdraft Protection program per monthly statement cycle, regardless of dollar amount. Thus, if you have two transfers of only \$8.00, which transfers would not otherwise incur a fee, the third transfer in that monthly statement cycle will still incur a fee (if otherwise in excess of \$10.00). These applicable fees (like all fees herein) may be assessed against any of your accounts at Old Glory Bank.

What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

➤ What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions
- P2P through Old Glory Pay

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

➤ What fees will I be charged if Old Glory Bank pays my overdraft?

Under our standard overdraft practices:

- We will charge you a fee of up to **\$20** each time we pay an overdraft.
- There is a maximum of 5 overdraft fees per day, or \$100, we can charge you for overdrawing your account.
- We will not charge you a fee if you are overdrawn by less than \$10.00.

➤ What if I want Old Glory Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 888-446-5345, visit [Oldglorybank.com/overdraft](https://oldglorybank.com/overdraft).

➤ What other overdraft protection services do you offer?

- If you opt in to our Savings-Linked Overdraft Protection service, we will cover your overdrafts in your Spending account if there are sufficient funds in your linked Savings account.
- We will charge you five dollars (\$5.00) per transfer, if the aggregate transfer for any given day is more than ten dollars (\$10.00). There is only one transfer per day, so there can only be one fee per day.
- The fee is waived for the first two (2) transfers per monthly statement cycle, regardless of amount.

To Opt Out of Overdraft payment of everyday debit card transactions, please call 888-446-5345.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Important Information About Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Old Glory Bank (not the government) maintains this information.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

We do not permit external withdrawals from Freedom Savings, such as through ACH or other payment networks (e.g., e-check, WEB/TEL, etc.).

Old Glory Bank Telephone Banking Transfers - types of transfers, frequency limitations, and charges - You may access your account by telephone 24/7/365 at 888-446- 5345 using your personal identification number, a touch tone phone, your account numbers, and debit card number, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from checking to loan accounts with us
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- transfer funds from savings to loan accounts with us
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:
 - the account balance of checking account(s)
 - the last 6 months deposits to checking accounts
 - the last 6 months withdrawals from checking accounts
 - the account balance of savings account(s)
 - the last 6 months deposits to savings accounts
 - the last 6 months withdrawals from savings accounts

ATM Transfers - Money Pass Network - types of transfers, frequency and dollar limitations, and charges - You may access your account(s) by ATM using your Old Glory Bank Debit Card and PIN, to:

- get cash withdrawals from checking account(s) with a debit card
 - you may withdraw no more than \$1,000.00 per business day
 - there is a charge of \$3.50 per transaction at ATMs we do not own or operate – for Premium Checking Account, this fee is waived for 4 transactions per statement cycle
 - there is a charge of \$3.50 per transaction for Cardless ATM withdrawals (see below)
- transfer funds from savings to checking account(s) with a debit card
 - \$3.50 per transfer at ATMs we do not own or operate
- transfer funds from checking to savings account(s) with a debit card
 - \$3.50 per transfer at ATMs we do not own or operate
- get information about:
 - the account balance of your checking account(s)
 - with a debit card
 - there is a charge of \$1.00 per inquiry at ATMs we do not own or operate
 - the account balance of your savings account(s)
 - with a debit card

Some of these services may not be available at all terminals.

Cardless ATMs – at certain in-network ATMs (you can find qualifying ATMs within the Card Manager of the Old Glory Bank App), you do not need your debit card to withdraw cash. Instead, your Old Glory Bank App will generate a one-time withdraw code that you will input into the qualifying ATM to make a withdraw. There is a \$3.50 charge for each transaction.

Types of Old Glory Bank Debit Card Point-of-Sale Transactions - You may access your checking, or info and transfer funds only - no withdrawals account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$5,000.00 in transactions per business day

Currency Conversion and Cross-Border Transaction Fees. If you initiate a transaction with your Mastercard®-branded Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred.

However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross border transactions regardless of whether there is a currency conversion. We will charge you 2.5%. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Please see your cardholder agreement for additional information relating to the use of your Old Glory Bank Debit Card.

Old Glory Bank Online Banking Transfers - types of transfers, frequency limitations, and charges - You may access your account(s) by computer through the internet by logging onto our website at www.oldglorybank.com and using your password, account numbers, and multifactor authentication, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
 - you may make no more than six transfers per month
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
- make payments from savings to loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the last seven years deposits to checking accounts
 - the last seven years withdrawals from checking accounts
 - the account balance of savings account(s)
 - the last seven years deposits to savings accounts
 - the last seven years withdrawals from savings accounts

Old Glory Bank App Transfers - types of transfers, frequency and dollar limitations, and charges - You may access your account(s) by downloading our mobile banking app and using your personal identification number, password, account numbers, and multifactor authentication, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from checking to loan accounts with us
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from savings to loan accounts with us
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
- make payments from savings to loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the last one month deposits to checking accounts
 - the last one month withdrawals from checking accounts
 - the account balance of savings account(s)
 - the last one month deposits to savings accounts
 - the last one month withdrawals from savings accounts
 - Mobile Deposit - check
 - maximum \$50,000.00 per month
 - ACH - out from spending account
 - maximum transaction and daily limit \$2,500.00
 - monthly limit \$20,000.00

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 888-446-5345 (or use the app) to find out whether or not the deposit has been made.
- **Periodic statements.**
 - You will get a monthly account statement from us for your checking and savings accounts.
 - You will get a quarterly account statement from us for your savings accounts, if the only possible electronic transfers to or from the account are preauthorized credits.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
 - Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We will charge you \$20.00 for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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 you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with legal information requests; or court orders; or
- (4) as explained in the Privacy Disclosure contained elsewhere in this document.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped 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.

• **Additional Limits on Liability for Mastercard®-branded Debit Card.** You will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (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.
- (3) 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

OLD GLORY BANK
P.O. BOX 20550
OKLAHOMA CITY, OK 73156
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 888-446-5345

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

**NOTICE OF ATM/NIGHT DEPOSIT
FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings Accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Funds Availability Policy. Our policy is to make funds available from your check deposits on the second business day following the business day of your deposit; however, the first \$225 of your deposits will be available on the first business day. During this hold period, you may not withdraw these funds in cash (or otherwise remit them via any method, including Old Glory Pay) and we will not use the funds to pay checks you have written or pay your other transactions, including debit card purchases, ATM withdrawals, and ACHs. The length of the delay is counted in business days from the business day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00pm CT on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00pm CT or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of our other holds periods vary depending on the type of deposit, as explained below.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on Old Glory Bank.

If you make the deposit **in person at our Elmore City Branch to one of our employees**, funds from the following deposits are also available on the first business day after the business day of your deposit:

- Cash.
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.

- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do **not** make your deposit in person to one of our employees at Old Glory Bank (for example, if you make a mobile deposit via our App), funds from these deposits will be available on the second business day after the day we receive your deposit; however, the first \$225 of your deposits will be available on the first business day.

Without limiting the foregoing, we have the sole discretion to make funds available earlier than this policy, on a non-precedential basis.

Once your funds are available, you can withdraw them in cash, send the funds via Old Glory Pay (subject to its terms and conditions), and we will use the funds to pay checks that you have written, plus pay your other transactions, including debit card purchases, ATM withdrawals, and ACHs.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

If we hold your funds longer than the periods listed above, including for the “safeguard exceptions” listed below, we will send to you an e-mail the next business day (following the business day of your deposit), as required by applicable law. However, on a non-precedential basis, we may send to you an e-mail each time you deposit a check with a summary of your hold period, even if not required by applicable law.

LONGER DELAYS MAY APPLY

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 allocable to any one business day. You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit. Please note, however, that most of the ATMs in our network do not accept deposits.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available by the seventh (7th) business day after the day of your deposit, and we have the sole discretion to make funds available *earlier* than this 7th business day, on a non-precedential basis.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Old Glory Bank

PO Box 20550

Oklahoma City, OK 73156

888-446-5345

customerservice@oldglorybank.com

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

TRUTH-IN-SAVINGS DISCLOSURES

FREEDOM SPENDING ACCOUNT

Minimum balance to open the account - You must deposit at least \$50.00 to open this account. Freedom Spending Account does not earn interest and there is no monthly maintenance fee or minimum balance to avoid any monthly service charge.

FREEDOM SAVINGS ACCOUNT

Minimum balance to open the account - You must deposit at least \$50.00 to open this account. Freedom Savings Account does earn interest as set forth herein and there is no monthly maintenance fee or minimum balance to avoid any monthly service charge.

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded daily. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

PREMIUM CHECKING ACCOUNT

Minimum balance to open the account - You must deposit at least \$50.00 to open this account and a Premium Checking Account does earn interest as set forth herein.

Monthly Maintenance Fee: \$19 per statement cycle, unless at least \$10,000 is on deposit (at the end of the statement cycle) in total at all of your Old Glory Bank Accounts **or** you have at least an aggregate in \$5,000 of direct deposit(s) into this Premium Checking Account for such statement cycle.

Rate Information - Your interest rate and annual percentage yield may change. **Frequency of rate changes** - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded daily. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

WIRE TRANSFER REQUESTS

Your safety and security are important to us. Unfortunately, due to the nature and speed of wire transfers, they are commonly abused by scammers to separate you from your money. Common red flags that can identify scams are that:

1. You do not know the person and they initiated contact with you.
2. They claim they are having an emergency or otherwise foster a sense of urgency.
3. They quickly declare a romantic interest in you or make an offer or opportunity that sounds too good to be true.
4. They only want payment via wire, gift cards, or crypto currency and tell you to "keep it a secret."

You may request a wire transfer (a "**Wire Transfer**") by calling customer service at 888-446-5345. Alternatively, your account may have access to our wire portal where you may request a Wire Transfer.

Your Wire Transfer request must received by us Monday-Friday before 4:00 pm CT (excluding Bank holidays). A Wire Transfer verification document will be sent to you via Secure Messaging to your Online Banking portal after processing the wire. A Bank representative may also call you to verify your Wire Transfer.

All Wire Transfers are subject to Uniform Commercial Code Article 4A, as adopted in the state in which you have your account with us. Wire Transfers are also subject to the rules of the Board of Governors of the Federal Reserve System and their operating circulars.

Your request for a Wire Transfers is evidence that you consent and agree to the terms of these provisions.

You must have sufficient collected funds in the selected account plus funds for the associated fees (Refer to our Fee Schedule) for Old Glory Bank to process a Wire Transfer. Further, to diminish the incidences of fraud, the funds in your account must have been in such account for at least 2 banking days. Without limiting the foregoing, all Wire Transfers are subject to an internal review of the details of the Wire Transfer, including recipient details. An inquiry with the Office of Foreign Asset Control ("OFAC") is required for all Wire Transfers. The internal review and inquiry with OFAC may delay or stop the processing of a Wire Transfer.

To protect you from unauthorized transfers, we employ commercially reasonable security procedures prior to processing a Wire Transfer. By submitting a Wire Transfer request, you acknowledge that our security procedures are commercially reasonable, agree to the security procedures, and acknowledge that you will be liable for any Wire Transfer or communication amending or canceling a funds transfer order, whether or not authorized, that is issued in your name and accepted by the Bank in compliance with the agreed upon security procedure.

Once we commence processing a Wire Transfer, we will not be able to change or cancel such any time request. If we have not yet commenced processing your Wire Transfer, you may cancel or amend such Wire Transfer if we receive the communication of cancellation or amendment before, assuming we have reasonable opportunity to act on it before we commence processing such Wire Transfer. If we have already commenced processing a Wire Transfer, you cannot cancel it or amend it unless the recipient's bank agrees. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for such Wire Transfer.

For international Wire Transfers, we are only able to send Wire Transfers in US Dollars. The recipient's bank or another bank involved in processing may convert the payment into the recipient account's currency and you agree to the conversion and to the subtraction from the Wire Transfer any exchange or other fees that may be imposed by the recipient bank or another bank involved in processing the Wire Transfer.

You agree to notify us in writing of any unauthorized or erroneous Wire Transfer within thirty (30) days from the date you first received notification from us either that the Wire Transfer was accepted or your account was debited with respect to the Wire Transfer. Should you fail to so notify us of any unauthorized or erroneous Wire Transfer, we will not be liable to you for any subsequent similar occurrences that we could have prevented had we received such notice.

In the event we are ever liable to you for damages due to a Wire Transfer, your damages will be limited to damages required by UCC 4A. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including (without limitation) any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any Wire Transfer or for failing to meet other obligations in these Terms and Conditions because of circumstances or causes beyond our control, including (without limitation) governmental, legal or regulator restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars, or riots. NOTWITHSTANDING ANYTHING TO CONTRARY, AND WITHOUT LIMITATION TO ANY OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, WE WILL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, PUNATIVE OR SPECIAL DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), COURT COSTS OR ATTORNEY'S FEES, UNLESS OTHERWISE REQUIRED BY LAW OR REGULATION. If you make a Wire Transfer that instructs us to wire funds to foreign countries, we assume no liability as to the length of time necessary to complete such a transfer, provided we have acted in compliance with applicable law.

Any provision of these Terms and Conditions that limits the Bank's liability does not negate the Bank's duty (if any) under applicable law to act in good faith and with reasonable care. We make no warranties with respect to fees charged by other financial institutions with respect to your Wire Transfer. We will not be liable for failure to comply with the terms of any funds transfer order (ACH, wire transfer, or other electronic service) when such failure is caused by legal constraint, interruption or failure of transmission and/or communications facilities, war, emergency, labor dispute, act of nature, or other circumstances beyond the control of the Bank.

You hereby indemnify the Bank, its agents, and employees against any loss, liability, or expense (including attorney's fees) resulting from or arising out of any claim of any person in connection with any matters subject to these Terms and Conditions, except where applicable law precludes your indemnification.

Domestic Outbound Wires will incur a \$30 fee (starting on May 1, 2024, and until then such fee remains \$20). International Outbound Wires will incur a \$40 fee (starting on May 1, 2024, and until then such fee remains \$20). Domestic Inbound wires are free. International Inbound Wires will incur a fee \$30 (starting on May 1, 2024, and until then such fee remains \$20).

COMMON FEATURES

Please refer to our separate rate sheet for current interest rate and annual percentage yield information and to our separate fee schedule for additional information about charges.

YOUR ACCOUNT

These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

- ☐ FREEDOM SPENDING ACCOUNT
- ☐ FREEDOM SAVINGS ACCOUNT
- ☐ PREMIUM CHECKING ACCOUNT

The interest rate for your account is _____% with an annual percentage yield of _____%.



OLD GLORY BANK

SCHEDULE OF FEES AND CHARGES

FEES LISTED MAY NOT APPLY TO ALL ACCOUNT TYPES

<ul style="list-style-type: none">Freedom Savings and Freedom Spending Accounts	No Monthly Maintenance Fee
<ul style="list-style-type: none">Premium Checking Account <i>Monthly Maintenance Fee Waived if customer has at least \$10,000 on deposit (at the end of the statement cycle) in total at OGB Accounts or at least an aggregate of \$5,000 of direct deposit(s) into such Premium Checking Account for such statement cycle.</i>	\$19.00 Monthly Maintenance Fee
<ul style="list-style-type: none">ATM Transactions at <i>In-Network</i> ATMs <i>*To locate an In-Network ATM, refer to MoneyPass Link via the Old Glory Bank App!</i>	No fee
<ul style="list-style-type: none">ATM Account Inquiry at Out-of-Network ATMs	\$1.00 per inquiry
<ul style="list-style-type: none">ATM Withdrawals and Transfers at Out-of-Network ATMs <i>For Premium Checking, this out-of-network ATM fee is waived for the first four (4) transactions per statement cycle! (Please note that even with Premium Checking, a local ATM operator may still charge you a fee.)</i>	\$3.50 per transaction
<ul style="list-style-type: none">Cardless ATM Withdrawals	\$3.50 per transaction
<ul style="list-style-type: none">Debit Card Replacement Fee <i>(Account Holder receives one free debit card replacement per year)</i> <i>Delivery time period is normally 7-10 calendar days</i>	\$10.00 per occurrence
<ul style="list-style-type: none">Expedited Delivery Debit Card Replacement Fee <i>Expedited delivery time is normally 3 business days</i>	\$45.00 per occurrence

<ul style="list-style-type: none"> • Old Glory Cash-IN – for cash deposits of less than \$200 <i>There is no fee for Cash-IN deposits of at least \$200!</i> 	\$2.99 per deposit
<ul style="list-style-type: none"> • Savings-Linked Overdraft Protection <i>The first two (2) transfers per statement cycle via Savings-Linked Overdraft Portion are free and this Fee commences on the third (3rd) transfer per statement cycle.</i> 	\$5.00 per transfer
<ul style="list-style-type: none"> • Non-Sufficient Funds (NSF) or Overdraft Fee 	\$20.00 per item
<ul style="list-style-type: none"> • Re-cleared Non-Sufficient Funds (NSF) or Overdraft Fee 	\$20.00 per item
<ul style="list-style-type: none"> • Returned / Non-Sufficient Funds (NSF) or Overdraft Fee 	\$20.00 per item
<ul style="list-style-type: none"> • Stop Payment Fee for ACH, Wire, or Check 	\$20.00 per item
<ul style="list-style-type: none"> • Domestic Wire Transfer Fee – <ul style="list-style-type: none"> • Outgoing • Incoming <i>(New Fee effective on May 1, 2024)</i> 	\$30.00 per item Incoming is free!
<ul style="list-style-type: none"> • International Wire Transfer Fee <ul style="list-style-type: none"> • Outgoing Wire • Incoming Wire <i>(New Fee effective on May 1, 2024)</i> 	\$40.00 per item \$30.00 per item
<ul style="list-style-type: none"> • International ATM & Debit Card Conversion Fee 	2.5% of transaction amount
<ul style="list-style-type: none"> • Bill Pay Service Request, including the following: Claims, Late Fees, Unable to Locate, Pay Not Posted, Outstanding Check, Archive Retrieval, Request, etc. <i>(New Fee effective on May 1, 2024)</i> 	\$25.00 per request
<ul style="list-style-type: none"> • Charge Back Fee (Returned Deposited Item) 	\$20.00 per item
<ul style="list-style-type: none"> • Paper Checks Processed <i>An unlimited number of paper checks are free with Premium Checking!</i> 	\$5.00 per check (after 4 free per statement cycle)

<ul style="list-style-type: none"> • Dormant Account Fee After 24 Months of no activity in any of your accounts. To avoid this fee, make a deposit, make a withdrawal, or make a transfer. 	\$20.00 per statement cycle
<ul style="list-style-type: none"> • Account Reconciliation Fee (1-hour minimum) 	\$25.00 per hour
<ul style="list-style-type: none"> • Collection Item Processing – Incoming and Outgoing 	\$25.00 per item
<ul style="list-style-type: none"> • Verification of Account Fee 	\$25.00 per item
<ul style="list-style-type: none"> • Cashier's Check Fee, including Expedited Delivery 	\$39.00 per item
<ul style="list-style-type: none"> • Account Research Fee (1-hour minimum), including (without limitation) Research for Subpoena(s). <i>(New Fee effective on May 1, 2024)</i> 	\$30.00 per hour
<ul style="list-style-type: none"> • Garnishment and Levy Processing Fee 	\$25.00 per garnishment/levy
<ul style="list-style-type: none"> • Statement Print Fee <i>(New Fee effective on May 1, 2024)</i> 	\$3.00 per item
<ul style="list-style-type: none"> • Check Print Fee <i>(New Fee effective on May 1, 2024)</i> (This is to obtain a "paper" copy of an Old Glory Bank check that cleared.) 	\$2.00 per item

Publication Date: 3-20-24



OLD GLORY BANK

Online Banking Service Agreement and Disclosure

This Online Banking Service Agreement and Disclosure ("Agreement") is between Old Glory Bank (herein called "Old Glory Bank" or "we" or "us" or "our") in our capacity as the operator of our Internet website, www.oldglorybank.com, ("Website") and our Internet customers who subscribe to this Service. Our customers who access and use the Services are referred to in this Agreement as "you" or "your" regardless of number or gender. When you enrolled in this Service on our Website, such action constitutes your written signature to and approval of, and intent to be bound by, this Agreement and all future amendments hereto.

1. DESCRIPTION OF SERVICES

The financial services (the "**Services**") covered by this Agreement include, but are not limited to, one or more of the following, which are provided through the Website:

(a) Only for deposit customers of Old Glory Bank:

- Online Banking;
- Biller Direct;
- Send a Check;
- Online Statement Delivery;
- Transfer funds between eligible Activated Accounts that are deposit accounts at Old Glory Bank or other Financial Institutions;
- Payments to any credit, loan account, or Mortgage made or held by Old Glory Bank;
- Download of financial data to a third party;
- Electronic mail ("**Email**") to or from us;
- Payments or transfers of funds to a Mortgage from an eligible Activated Account;
- Service requests for stop payments, copies of check items older than eighteen (18) months, and photocopies for deposit accounts;
- Submit an Electronic Dispute Record for eligible transactions; and
- Transfer funds between eligible commercial loans/lines of credit and checking accounts.

(b) Only for customers of Old Glory Bank enrolled in Financial Management Services:

- Aggregate personal financial information across multiple accounts to assist in reviewing, managing, and tracking personal finances;
- View applicable financial insights and alerts.

(c) Old Glory Bank loan account ("**Loan Account**") customers, including residential mortgage loan accounts, home equity loan and line accounts, and other consumer loan accounts, may have access to the services outlined in subsections (a) through (d) above, depending on the nature of their relationship with Old Glory Bank. Only Loan Account customers of Old Glory Bank may access the services below: Loan Account information, including provisional payoff information.

- Payments or transfers of funds to a Loan Account from an eligible Activated Account; and
- Email to, or from, us.

(d) All new online features and functions to our website added by us will be subject to this Agreement, as amended from time to time.

2. AGREEMENTS AND DISCLOSURES

This Agreement supplements and modifies your deposit account agreements with us (the "**Deposit Agreements**") and incorporates by reference our Rules and Regulations for Old Glory Bank Online Banking Agreement (the "**User Agreement**"), the Old Glory Bank Terms and Conditions and the Cardholder Agreement and accompanying Fee Schedule and the Additional Terms of Your Cardmember Agreement. If there is any conflict between any term of any Deposit Agreement or our User Agreement posted on our Website, or the Cardholder Agreement and this Agreement, this Agreement shall control. Certain defined terms used herein are defined in other agreements referenced herein.

3. ACTIVATED ACCOUNTS

If your relationship on any account with us is acceptable to us, your deposit accounts, credit accounts, loan accounts, accounts may be available for your access by this Service ("**Activated Accounts**"). Activated Accounts may include checking accounts, savings accounts, certificates of deposit, retirement (bank deposit) accounts, credit accounts, loan accounts, investment accounts, trust accounts, and other financial account types that may be available at a later date; you will be notified when this occurs. Information about your closed Activated Accounts may be accessed by this Service for seven (7) years after the date on which the applicable Activated Account was closed. Your closed Activated Accounts may be accessed by you up to eighteen (18) months after the date on which the applicable Activated Account was closed.

4. ENROLLMENT

To activate the Service, you must first follow our enrollment procedures, using your debit card or following our other procedures for customer verification, authentication, and security. You must have a valid Social Security number or federal tax identification number listed on each Activated Account. After enrollment, you may sign on with your User ID and Password to access and use each of the permitted Services, as further described herein.

5. USER ID; PASSWORD

You will need a user identification name selected by you ("**User ID**") and an authorized personal identification number or code (the "**Password**") to use the Services. You agree to use your best efforts to keep your User ID and Password confidential at all times and to prevent any disclosure of your User ID and Password to any other person or entity. To help safeguard your security, you should change your Password frequently. If you forget your Password, you must contact us online. You assume all responsibilities for and all risks of loss from your providing personal information, including, but not limited to, your User ID and Password, to any third-party website that spoofs or otherwise imitates the Old Glory Bank website, or by linking to third party websites from unauthorized Email, and you hereby release us from all liabilities and obligations in connection with such actions by you.

6. BILLER DIRECT AND SEND A CHECK TERMS & CONDITIONS

The following terms and conditions (for this Section 6, these "Terms of Service") constitute a binding agreement between you and OLD GLORY BANK and its licensors (for this Section 6, "We", "Us" or "Our") with respect to your use of the Biller Direct software (the "Software"), and the Payment Service (as defined in Section 6.1 below) (collectively the "Services"). By accessing or using the Services **in any manner, you (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF SERVICE AND OUR PRIVACY POLICY <https://www.oldglorybank.com/privacy.pdf> WHICH IS INCORPORATED HEREIN BY REFERENCE, and (B) affirm that you are at least 18 years of age (or have reached the age of majority in the jurisdiction where you reside). IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR OUR PRIVACY POLICY, DO NOT USE THE SERVICES.**

6.1 Changes to Terms of Service. We may revise and update these Terms of Service from time to time in Our sole discretion. All changes are effective when they are posted and apply to all access

to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes.

6.2 Scope of and Restrictions on Use. Subject to these Terms of Service, We grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal, non-commercial use. Except as otherwise provided in these Terms of Service, the Software may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose. You agree not to:

- collect information from the Services using an automated software tool or manually on a mass basis.
- use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services.
- obtain, or attempt to obtain, access to areas of the Services or Our systems that are not intended for access by you.
- "flood" the Services with requests or otherwise overburden, disrupt, or harm the Services or Our systems.
- restrict or inhibit other users from accessing or using the Services.
- modify or delete any copyright, trademark, or other proprietary rights notices that appear in the Software; or
- access or use the Services for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you are able to download the Software, which are not permitted to do, you further agree not to:

- copy the Software.
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software.
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof.
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any features or functionality of the Software to any third party.
for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time: or
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Software.

6.3 Ownership. The Services and the Content are licensed or owned by Us and Our licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed in the Software are registered and unregistered marks of Ours and Our licensors. The Software is licensed, not sold, to you. You acknowledge and agree that, as between you and Us, We are and shall remain the sole owner of the Services, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.

6.4 Account Registration and Security. Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of your account information, including

your username and password. You agree to immediately notify Us of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

6.5 Payment Service.

- (a) **Description.** We provide a bill payment Service (the "Payment Service") that allows you to make bill payments to certain third- party service providers ("Payees") by accessing your accounts on such Payees' websites and online services ("Payee Sites") via the Payment Service. The Payment Service allows you to make bill payments using funds from a single Funding Account, as that term is defined in Section 6.3 below.
- (b) **Payee Account Information.** In order to use the Payment Service, you will need to link your accounts on Payee Sites to the Payment Service by providing Us with the information necessary to access such accounts (such as account usernames and passwords) ("Payee Account Information"). You hereby authorize Us to use and store your Payee Account Information and to access your accounts on Payee Sites to provide the Payment Service to you and to configure the Payment Service so that it is compatible with the applicable Payee Sites. You represent and warrant to Us that you are the legal owner of any accounts on Payee Sites that you access via the Payment Service and that you have the authority to allow Us to access your accounts using your Payee Account Information on your behalf.
- (c) **Funding Accounts.** If you use the Payment Service, bills will be paid using funds from **the Freedom Spending or other transaction accounts that are permitted** (each, a "Funding Account"). By initiating a bill payment through the Payment Service, you authorize Us to charge the Funding Account(s) that you designate to pay such bill. You represent and warrant that you have the right to authorize Us to charge each Funding Account for payments you initiate using the Payment Service. You agree to maintain a balance or available credit limit in each specified Funding Account that is sufficient to fund all payments you initiate using the Payment Service. If for any reason the Payment Service is unable to access funds from a specified Funding Account to complete a bill payment transaction you initiate, (for example, non- sufficient funds), the transaction may not be completed. We are not responsible for any overdraft fees, representment fees, over- the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) that result from your failure to maintain a balance or available credit in a Funding Account that is sufficient to fund the payments you initiate using the Payment Service.
- (d) **Limitations.** You acknowledge and agree that: (i) some Payees may not allow Us to access your account on Payee Sites on your behalf; (ii) Payees may make changes to Payee Sites and/or other services, with or without notice to Us, that may affect overall performance of the Payment Service and prevent or delay payment to such Payees; (iii) certain Payees may not accept payment from all types of funding sources (for example, not all Payee Sites may accept credit cards); and (iv) We may, in Our sole discretion, impose limits on the number and amount of payments, in aggregate, that you can send using the Payment Service. When you send a payment via the Payment Service, the Payee is not required to accept it. You agree that you will not hold Us liable for any damages resulting from a Payee not receiving payment made through the Payment Service for any reason.
- (e) **Payment Delays and Errors.** It is your responsibility to review all payment transactions you initiate using the Payment Service against account statements you receive from Us. You acknowledge that some transactions may take longer to be credited to your account on a Payee Site due to circumstances beyond Our control, such as delays in handling and posting payments, errors with Payee Account Information, or errors with funding instructions. You are solely responsible for ensuring that payments made using the Payment Service arrive by the Payee's due date. You are solely liable for errors you make in using the Payment Service. Without limiting the foregoing, We will not be

responsible or liable: (1) if a Funding Account you specify as a payment source is closed or does not contain sufficient funds to complete a transaction; (2) if a payment is rejected, returned, mishandled, or delayed by the Payee or Us for any reason; or (3) due to (i) any unavailability of the Payment Service for any reason, (ii) fraud or attacks on the Services, or (iii) circumstances beyond Our control (for example, fire, flood, third party networks, or any failure by your computer, software, or Internet connection).

- (f) **Unauthorized Transactions.** You must notify Us immediately if you suspect or believe that a transaction has occurred through the Payment Service that you did not authorize or that an incorrect amount was authorized. In an effort to manage Our risk, We and Our service providers may, but are not required to, monitor your transactions and processing activity for high-risk practices or for fraudulent transactions.

6.6 Electronic Communications. The communications between you and Us via the Services use electronic means. For contractual purposes, you consent to receive communications from Us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that We provide to you electronically satisfy any legal requirement that such communications be in writing.

6.7 Privacy Policy. You acknowledge and agree that all information collected by Us is subject to Our Privacy Policy <https://www.oldglorybank.com/privacy.pdf>. By using the Services, you consent to all actions We take with respect to your information in compliance with Our Privacy Policy.

6.8 Software Updates. We may, from time to time in Our sole discretion, develop and provide Software updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, "Updates"). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that We have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services.

6.9 Change and Suspension.

- (a) **Changes to the Services.** We reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof at any time. You agree that We will not be liable to you or to any third party for any such change, suspension, or discontinuance.
- (b) **Suspension/Termination of Access.** We have the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Service or if We believe there is suspicious or unusual activity related to your account. Neither termination nor suspension shall affect your liability or obligations under these Terms of Service. In the event that We suspend or terminate your access to the Services, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination. In the event We terminate your account, any payments to Payees that We have processed before the termination date may be completed, however you should verify that such payments have been completed directly with your intended Payee. We are not responsible for any payments not completed by Us as a result of termination.

6.10 Disclaimer; Limitation of Liability.

- (a) **Disclaimer of Warranties.** THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, AND NON- INFRINGEMENT. NEITHER WE NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY PERSON ASSOCIATED WITH US REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFULCOMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

- (b) **Limitation of Liability.** TOTHE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 6.10, WE ARE FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF SERVICE, IN NO EVENT WILL OURAGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE TOTAL AMOUNT OF \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF SERVICE FAIL OF THEIR ESSENTIAL PURPOSE.
- (c) **Exclusions.** Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 6.10 may not apply to you. In such states, Our liability is limited to the maximum extent permitted by law.

6.11 Indemnification. You agree to indemnify, defend, and hold Us and Our officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) your use of the Services; (b) any violation of these Terms of Service or applicable law; and/or (c) any claims by another owner of a Funding Account you use in connection with the Payment Service or any joint account holder of an account on a Payee Site. We reserve the right, at Our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event, you agree to cooperate with Us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Service.

6.12 Third Party Materials. The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third- party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that We are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability to you or any other person or entity for any Third-Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

6.13 Third Party Platforms. We may provide the Services to you through the Payees Sites and/or other third- party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions will apply to you with respect to your use of Third- Party Platforms, which are not under our control. We do not assume any responsibility or liability for your use of such Third-Party Platforms.

6.14 U.S. Export Controls. The Software may be subject to United States export laws, including the including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the United States.

6.15 Miscellaneous.

- (a) **Geographic Restrictions.** We are based in the United States. We make no claims that the Services are accessible or appropriate outside of the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
- (b) **Governing Law; Jurisdiction and Venue.** These Terms of Service and any dispute or claim arising out of or related to these Terms of Service, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Oklahoma, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Oklahoma. Any legal suit, action, or proceeding arising out of or related to these Terms of Service or the Services or Content shall be instituted exclusively in the federal or state courts located in Oklahoma County, Oklahoma. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
- (c) **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- (d) **Waiver of Jury Trial.** YOU HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE SERVICES OR CONTENT.
- (e) **Waiver and Severability.** Our failure to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Service will continue in full force and effect.

6.16 Entire Agreement. These Terms of Service, including Our Privacy Policy <https://www.oldglorybank.com/privacy.pdf> and additional documents incorporated herein by reference, constitute the sole and entire agreement between you and Us with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

7. OLD GLORY BANK MOBILE BANKING

A. ELIGIBILITY

When you enroll in the Online Banking Service, you will automatically have access to our Old Glory Bank Mobile Banking service ("**Old Glory Bank Mobile Banking**"), which includes software applications compatible for use on any compatible iPhone® or other mobile device operating on Apple's iOS® mobile operating system, or any compatible mobile device operating on the Android™ operating system (each an "**Eligible Mobile Device**"). The list of Eligible Mobile Devices is

available on the Website and is subject to change without notice. By identifying a cellphone, smartphone, or other device as an Eligible Mobile Device for use with Old Glory Bank Mobile Banking, Old Glory Bank does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such a device. You are solely responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance, and costs associated with such device with your telecommunications carrier. iPhone® and iOS® are trademarks of Apple Inc. Android™ is a trademark of Google Inc. Use of this trademark is subject to Google permissions (google.com/permissions).

The Old Glory Bank Mobile Banking App is designed to supplement the Online Banking Service. The transaction activity displayed through the Old Glory Bank Mobile Banking App is for informational purposes only and is not equivalent to the official statement information on our records. Our records shall control if there is any conflict with any information displayed on the Old Glory Bank Mobile Banking App. The Old Glory Bank Mobile Banking App will only return pending and cleared transaction history for the last ninety (90) days and will return such results twenty-five (25) transactions at a time. Additionally, you may use the QuickView function on your Eligible Mobile Device to view the last three (3) transactions in your selected accounts. ("**QuickView**").

Except as otherwise required by applicable law or regulation, we may terminate your use of the Old Glory Bank Mobile Banking App and/or expand, reduce or suspend the type and/or dollar amounts of transactions allowed using the Service, change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors, or discontinue, modify, add, or remove features from the Service, all at any time in our sole discretion. Your continued use of the Old Glory Bank Mobile Banking App, or any of its features, will constitute your acceptance of, and agreement to, such changes.

B. AUTHORIZATION; CONSENT TO USE OF DATA

The Old Glory Bank Mobile Banking App may be accessed on an Eligible Mobile Device by any customer of Old Glory Bank with an Activated Account currently enrolled in the Online Banking Service and a User ID and Password that provides access to your account via Online Banking. As an alternative to your Password, you may elect to set up a personal identification number ("**PIN**") on any Eligible Mobile Device. If your Eligible Mobile Device is so enabled, you may use your fingerprint or other biometric identifier to log into Old Glory Bank Mobile Banking. (Old Glory Bank does not collect this biometric information from your Eligible Mobile Device.) Please note, however, that access to certain features may require an additional level of "step-up" authorization. You acknowledge and agree that you are solely responsible and liable for any and all activity related to access on or through your Eligible Mobile Device by you or any third party (a "**Guest User**"), and you hereby waive any claim that access through your Eligible Mobile Device by any Guest User was unauthorized.

You acknowledge and agree that we may collect, transmit, store, and use technical, location, and login or other personal data and related information, including, but not limited to, technical information about your device, system, and application software, and peripherals, and information regarding your location and interactions with us and your device, that is gathered periodically to facilitate the provision of Software updates, product support, and other services to you (if any) related to, or in connection with, the Software or Old Glory Bank Mobile Banking. We may use this information to improve our products, detect fraud or provide services or technologies.

C. FEES AND CHARGES

There is no fee to use the Old Glory Bank Mobile Banking App; however, regular account charges will apply to the Services and features accessible through the Old Glory Bank Mobile Banking App. The telecommunications carrier of your Eligible Mobile Device may impose an extra fee in order to make such Eligible Mobile Device 'wireless web enabled.' Usage of the Old Glory Bank Mobile Banking App through your telecommunications carrier's web services or other third-party provider's Wi-Fi service may also result in additional data charges from your telecommunications carrier or other third-party provider.

D. OWNERSHIP AND LICENSE

You acknowledge and agree that Old Glory Bank is the owner of all right, title and interest in, and to, the mobile technology solution made available to you hereunder, including, but not limited to, any downloaded software and the computer

programs contained therein, as well as any accompanying user documentation, and all subsequent copies, updates or versions thereof, regardless of the media or form in which they exist (collectively referred to herein as the **"Software"**). By accessing the Software or using the Old Glory Bank Mobile Banking App, you agree to be bound by the terms of this Agreement. This Agreement will also govern any updates that replace and/or supplement the original Software unless such update is accompanied by a separate license in which case the terms of that license will govern.

You are granted a personal, non-exclusive, non-sublicensable, non-transferable license to install and use the Software (in machine readable object code only) only on an Eligible Mobile Device you own or control, solely for your personal use and as expressly permitted herein (**"License"**). This limited right to use the Software is revocable at our discretion. This is not a sale of the Software. All rights not expressly granted to you under this Agreement are hereby reserved by Old Glory Bank. Nothing in this License shall entitle you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software. You agree that we shall have no obligation to correct any bugs, defects, or errors in the Software, or to otherwise support, maintain, improve, modify, upgrade, update or enhance the Old Glory Bank Mobile Banking App or the Software. This License may be terminated at any time, for any reason or no reason, by you or us. Upon termination, you agree to immediately destroy all copies of any Software which has been downloaded to your Eligible Mobile Device or otherwise in your possession or control.

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 C.F.R. § 12.212 (Computer Software) or DFARS 227.7202 (Commercial Computer Software and Commercial Computer Software Documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

E. RESTRICTIONS

You agree not to (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols, or labels in the Software, including, but not limited to, any trademark, logo, or copyright.

F. MOBILE DEPOSIT

The Old Glory Bank Mobile Banking App's remote deposit capture feature (**"Mobile Deposit"**) is designed to allow you to make deposits to your eligible Online Banking accounts (**"Eligible Account"**) by scanning checks and delivering the image and associated deposit information to Old Glory Bank. We may, in our sole discretion, change the eligibility requirements for Mobile Deposit without prior notice.

We reserve the right to change, suspend, or discontinue Mobile Deposit, in whole or in part, or your use of Mobile Deposit, in whole or in part, at any time, and without any prior notice to you. Except as expressly provided in this Agreement, deposits made through Mobile Deposit are subject to all limitations and terms set forth in the Deposit Agreements governing your account, as they may be modified from time to time, including, but not limited to deposit acceptance, crediting, collection, endorsement, processing order, and errors.

Eligible Items. You agree to scan and deposit only "checks," as that term is defined in Federal Reserve Regulation CC (**"Reg CC"**) and only those checks that are permitted under these Terms of Use or such other items as we, in our sole discretion, may elect to accept for deposit. You agree that the image of the scanned check transmitted to us shall be deemed an "item" within the meaning of Article 4 of the applicable Uniform Commercial Code. You agree that you will not use Mobile Deposit to scan and deposit any checks or other items as follows: (i) checks or items payable to any person or entity other than you, or to you and another party; (ii) checks or items containing alteration of any of the fields on the front of the check or item, including the MICR line, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (iii) checks or items previously converted to a substitute check, as defined in Reg CC; (iv) checks or items drawn on a financial institution located outside the United States; (v) checks or items that are remotely created checks, as defined in Reg CC; (vi) checks or items not payable in United States currency; (vii) checks or items dated more than six (6) months prior to the date of deposit; (viii) checks or items on which a stop payment order has been issued or for which there are insufficient funds; or (ix) checks or items otherwise prohibited by our current procedures relating to Mobile Deposit or which are otherwise not permitted under

the terms of the Deposit Agreements. Please see the Deposit Agreements for further information regarding permitted and prohibited items for deposit.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through Mobile Deposit by writing "Old Glory Bank Mobile Deposit Only" after your signature, or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as we may establish from time to time. You also agree to furnish any information in your possession that we may request regarding a check or item presented for deposit or deposited through Mobile Deposit. You further agree to cooperate with us in the investigation of any 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 Mobile Deposit in your possession and your records relating to such items and transmissions.

Image Quality. Images of checks transmitted to us through the Mobile Remote Deposit Capture Service must meet, in our sole and absolute judgment, the standards and requirements of legibility that we establish from time to time. The images also must comply with the applicable standards and requirements of the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, and/or any other regulatory agency, clearing house or association.

Receipt of Items. We reserve the right to reject an item transmitted through Mobile Deposit, at our discretion. We are not responsible for checks or items we do not receive in accordance with this Agreement or for items that are dropped or damaged during transmission. An image of a scanned item is deemed received when you receive confirmation from us that we have received the image. Receipt of such information does not mean that the transmission was error free, properly processed or complete, or that funds will be credited for that check or item. You agree we are not liable for any loss, costs, or fees you may incur as a result of a chargeback of an ineligible item. By using Mobile Deposit, you accept the risk that an item may be intercepted or misdirected during transmission. You agree that we bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Funds Availability- Cut-Off Times. We will make funds available for checks and items received, accepted, and successfully processed through Mobile Deposit in accordance with our standard Funds Availability Policy, as outlined in your Deposit Agreements. Deposits made using Mobile Deposit to an Eligible Account after 4:30 p.m. Central Time on any business day will be considered received by Old Glory Bank on the next business day.

Deposit Limits. We reserve the right, at any time in our discretion, to impose limits on the amount(s) and/or number of deposits you may make over a certain period of time. If you attempt to make a deposit in excess of your limit, your deposit may be rejected. If you are permitted to make a deposit in excess of your limit, such deposit is still subject to this Agreement, and we are not obligated to accept a similar deposit at other times. The current monthly dollar limit is \$50,000.00 for any consecutive thirty (30) calendar day period. There is no daily or monthly limit on the number of items that may be deposited, as long as the respective monthly dollar limits are not exceeded. To continue to be eligible to use Mobile Deposit, you may not have overdrafts or returned checks deemed excessive by us in our sole discretion.

Presentment. The manner in which checks or items are cleared, presented for payment, and collected shall be in our sole discretion as set forth in the Deposit Agreements.

Disposal of Items. You agree to retain any check or item submitted through Mobile Deposit for ninety (90) days after you have received confirmation from us that we have received your deposit ("**Retention Period**"). After the Retention Period, you agree to destroy the scanned check you presented for deposit, prominently mark it "VOID," or otherwise render it incapable of further transmission, presentment, or deposit. You agree to promptly provide the check to us during the Retention Period, if requested. You agree never to represent to us, or any other party, a check or item that has been deposited through Mobile Deposit unless you are notified by us that the check or item will not be accepted for deposit through Mobile Deposit.

Representations and Warranties. You represent and warrant to us that: (i) you will only submit eligible checks and items, and all checks or items will include all legal signatures required for their negotiation(s); (ii) you will not transmit duplicate items, nor will you deposit or negotiate, or seek to deposit or negotiate, any previously transmitted check or item with any third party; (iii) images will meet our image quality standards in effect from time to time; (iv) all information you provide to us is accurate and true, including that all images submitted through Mobile Deposit accurately reflect the front and back of the check or item at the time it was scanned; (v) you will use Mobile Deposit only for your own deposits and will not allow use of Mobile Deposit by way of a service bureau business, timesharing, or otherwise disclose or allow use of Mobile Deposit by or for the benefit of any third party; (vi) you will comply with the terms of this Agreement, and all applicable laws,

rules, and regulations; (vii) you are not aware of any factor which may impair the collectability of any item; and (viii) you agree to indemnify and hold us harmless from any loss or breach of the foregoing representations or warranties. YOU AGREE TO INDEMNIFY US AND TO HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE SERVICE, AND/OR OUR PROVISION OF THE SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND HOLD US HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

Disposal of Transmitted Checks. After you transmit any check image to us and receive confirmation from us that we have received the image, you agree to securely store the original check during the Check Retention Period. During the Check Retention Period, you agree to take appropriate measures to ensure that: (i) only authorized persons will have access to the check, (ii) the information contained on the check will not be improperly disclosed, and (iii) the check will not be duplicated, further scanned and transmitted through any remote deposit capture service, and/or deposited or negotiated in any form. Promptly after the expiration of the Check Retention Period, you agree destroy the original check, mark it "VOID", or otherwise render it incapable of further transmission, deposit, negotiation, or presentment. During any time the original check or a copy or image thereof is available to you or in your possession, you agree to furnish it to us upon request.

Errors. You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of the Mobile Remote Deposit Capture Service. You may notify us by calling us at the number provided in the "Errors or Questions" section of this Agreement or by contacting us as provided in the agreement governing your Mobile RDC Account or Mobile RDC Card, as applicable. Also, the terms of your Mobile RDC Account or Mobile RDC Card agreement, as applicable, regarding your responsibility to timely review statements and transaction histories and to report errors and discrepancies remain in full force and effect and apply to transactions made through the Service. You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the Service.

8. RESTRICTIONS ON SERVICE

The Service is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to applicable law or regulation. We may restrict the availability of the Website and the Service in any jurisdiction or country where such use would be contrary to U.S. law or regulation, or which is identified as presenting a high risk of fraud.

9. ONLINE STATEMENT DELIVERY SERVICE AT OLD GLORY BANK

You are automatically enrolled in Online Statement Delivery Service when your account(s) is opened, and all copies of your account statements, notices and disclosures for Activated Accounts will automatically be provided online in the Service, pursuant to compliance with the E-SIGN Act Disclosure and Agreement. When you enroll in online banking, delivery of deposit, loan, line of credit, credit card or investment account statements, notices and disclosures for your Activated Accounts, you will receive these official account statements and related notices and disclosures online, together with an Email alert notice advising you when the statement is available for viewing, subject to our "Online Statement and Document Delivery Service Agreement." If you choose to withdraw your consent for electronic delivery and choose to have paper statements delivered via US Mail, you may do so at any time, subject to applicable law. There will be a monthly paper statement delivery fee of \$4.99 for the duration of the non-electronic document delivery period. Please contact Customer Service to inquire about this method of delivery at 1-888-446-5345 or at customerservice@oldglorybank.com.

10. EMAIL SERVICE

Unencrypted email is not secure. You should not rely on email if you need to communicate with us immediately; for example, if you need to stop payment on a check, to report a lost or stolen card, or an unauthorized transaction. You should not use email, or reply to any email, to send us your personal or any confidential information. We will not take action based on your email request until we actually receive your message and have a reasonable opportunity to act. You agree to update your email address on our records, and to maintain at all times a valid and active email address at another Internet

service provider. If you use any Online Banking function that requires us to send you email, we may charge you a fee if our electronic communication to you is returned due to an invalid email address and we resend this communication in writing to your postal mail address.

Alerts. Old Glory Bank, through the Website may, at our option, send one or more email alerts on transactions or other activities pertaining to your Accounts visible through the Online Banking Service ("**Bank-Initiated Alerts**"). In addition, upon signing on to the application, you may select to receive specific alerts for specific accounts for delivery to your email address on record with Old Glory Bank ("**Customer-Initiated Alerts**"). Both Bank-Initiated Alerts and Customer-Initiated Alerts are covered by this section. This alert service shall not modify any right or obligation that you or we may have under applicable law or any agreement with Old Glory Bank. By using the Online Banking Service and selecting specific alerts, you acknowledge and agree we shall have no liability if any other person accesses, views, uses or discloses your alert notification content as all alerts are sent via unencrypted means through an unsecured internet. You understand and agree that delivery of alert notifications is not guaranteed and may be subject to delay or non-receipt due to reasons that are not under Old Glory Bank's control. You also agree that we are not responsible for any action not taken by you due to an alert or transaction triggering an alert. Any fees associated to receipt of these alert notifications that are applied by your internet service provider or mobile carrier are your sole responsibility. Alert notifications will never include full account information, User IDs, or Passwords. Some information regarding balances, including Loan Account balances and payoff information, and transactions may be included. You hereby consent to Old Glory Bank's delivery of these alerts to the email address and/or mobile phone number on its records, and you acknowledge that anyone with access to your personal email account and/or SMS messages may be able to access this information. This means that a person who is able to access your email and/or SMS messages will be able to see information relating to your Account contained in the alert. This service is provided for informational use only and should not replace your normal banking habits or processes. We may stop the alert notifications at any time or may begin to charge a fee as determined.

11. YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

Transactions made in your Activated Accounts by your use of the Services will appear on our official account statements you will receive for your Activated Accounts. Statement information, transaction information, and available balance that you view through this Service are in real time for checking, savings, and certificate of deposit accounts. All other account balances and information are effective as otherwise indicated. The online statement displayed is for informational purposes only and is not equivalent to the official statement information on our records. Our official statement records will control if there is any conflict with information displayed on your internet screen.

12. LOAN ACCOUNT

If you have a Loan Account, you acknowledge that Old Glory Bank is not liable for delays in providing updated or real-time information through the Service. The electronic record is for informational purposes only and does not replace your Loan Account statement or any other disclosures or notices Old Glory Bank provides to you.

Except as otherwise required by applicable law or regulation, you understand and agree that we may, at any time, for any reason and without notice: i) terminate, suspend or reduce your use of, or access to, the Services available to your Loan Account; ii) close, remove, terminate or suspend your Loan Account as an Activated Account available for the Services; or iii) utilize a combination of these, or similar, actions.

Nothing herein affects, changes, supplements, or modifies, in any way, our procedures and requirements for the submission of qualified written requests, notices of error or information requests concerning Loan Accounts; the procedures and requirements for which can be found on the back of your Loan Account statement.

A. AUTHORIZATION FOR LOAN ACCOUNT PAYMENTS

Upon agreeing to this Agreement, or upon the use of the funds transfer function of this online Service, we may allow you to utilize this online Service to transfer funds from an eligible Activated Account to credit or pay your Loan Account. The following terms and conditions govern these transfers.

Transfer(s). You hereby authorize us to accept your electronic instructions from time to time pursuant to this online Service in order to debit or transfer funds from your eligible Activated Account to credit or pay your Loan Account (the "**Transfer**"). You represent and warrant to us that you are the owner of all such Activated Account(s) and are authorized to debit and transfer funds from such Accounts and that no other party needs to authorize such debits and transfers. We are not responsible for any instructions or information entered incorrectly.

Adequate Funds. You agree to ensure that the eligible Activated Account you select has adequate funds to cover the Transfer. You agree that we are not obligated to honor your electronic instructions on our Website in connection with this Authorization if you fail to maintain adequate funds to cover the Transfer, and we shall not be liable for dishonor of checks or other items presented against the eligible Activated Account you selected due to insufficient funds caused by following your electronic instructions. You understand that normal overdraft fees or insufficient fund charges may apply, as further described in our EFT Disclosure Statement.

Transfer Date. You understand and agree that we will make, initiate, or otherwise attempt the Transfer on the date(s) provided by you in the electronic instructions we receive pursuant to this online Service (the "**Transfer Date**"). If the Transfer Date falls on a weekend, holiday, or non-Business Day, you authorize us to make, initiate or otherwise attempt the transfer of funds on the next Business Day following the weekend, holiday, or non-Business Day. You acknowledge that choosing a Transfer Date after the periodic payment due date, or during any applicable grace period for your Loan Account, may incur additional fees and late charges, as described in the terms of the Loan Account, and may result in Old Glory Bank sending late notices or reminders concerning the payment of the Loan Account.

Recurring Transfer. If you establish a Transfer such that it is recurring, automatic or preauthorized (a "**Recurring Transfer**"), you understand and agree that it will be the same amount each time. It is your sole responsibility to ensure the Recurring Transfer is sufficient to pay the amount due pursuant to the Loan Account. Except as required by applicable law, you understand and agree that we will not provide prior notice of Recurring Transfers.

Processing Times. All payments and applicable intrabank transfers made, initiated, or otherwise attempted via this online Service to pay your Loan Account are subject to the Hours of Operation and Cut-Off Times disclosed in this Agreement or in your Deposit Agreements, as applicable, as they may be amended from time to time.

Changes or Cancellations. You may change or cancel any Recurring Transfer you have scheduled if you send your change or cancellation instructions via the funds transfer function of this online Service before the Cutoff Time on the Transfer Date for the applicable Transfer. Your changes or cancellations will not be accepted or processed by us after the applicable Cutoff Time. Cancellation of a requested payment is not a stop payment order, and there is no service charge for your change or cancellation.

Security. You agree that use of your User ID and related Password represents commercially reasonable security procedures, which you and we agree upon, for purposes of your providing electronic instructions for payments to your Loan Account.

No Modification. You understand and agree that it is your responsibility to make your Loan Account payments in such a manner that they are delivered on time, in the appropriate amount and according to the terms of your Loan Account. You understand and agree that we may not consider a Loan Account payment to be paid until funds have actually been received by us. You understand and agree that nothing herein modifies or otherwise changes the amounts due, due dates or any other term or provision of your Loan Account.

Applicable Laws. You understand that the Transfer will be governed by any applicable laws, rules, regulations, fee schedules, and any other applicable agreement or disclosure, including, but not limited to, any applicable deposit account agreements or operating rules of the National Automated Clearing House Association.

Liabilities and Expenses. Except to the extent prohibited by applicable law, you must pay any liabilities, fees, costs, or expenses Old Glory Bank incurs in connection with the Transfer. You agree that you will be liable for all sums debited and transferred pursuant to this Authorization and that all debits and transfers will also be subject to the terms of the Loan Account and all applicable documents. You hereby release us and agree to defend and indemnify us from any and all claims, costs and damages which may arise out of any actions taken by us in relying upon and/or complying (or attempting to comply) with your electronic instructions under this Authorization, in making any transfer of funds pursuant to this Authorization and taking any action or following any instructions.

Authorization. The use of the funds transfer function of this online Service constitutes your authorization for us to follow your instructions to transfer funds from your eligible Old Glory Bank deposit account to credit or pay your Loan Account accordingly (the **"Authorization"**). Old Glory Bank may cancel this Authorization for any reason and if Old Glory Bank cancels this Authorization, such cancellation may take effect immediately.

13. AUTHORIZATION FOR COMMERCIAL ACCOUNTS AND LOAN PAYMENTS/DISBURSEMENTS

If you have a commercial loan or line of credit from Old Glory Bank (a **"Commercial Credit Account"**), you hereby authorize us to accept your electronic instructions from time to time pursuant to this online Service in order to (a) disburse loan advances under your Commercial Credit Account as a credit to any designated deposit account with us and (b) transfer funds from your designated deposit account with us as a payment on your Commercial Credit Account. This Commercial Credit Account and any designated deposit account shall be considered an Activated Account under this Agreement. You represent and warrant to us that you are the owner of all such deposit accounts and are authorized to withdraw funds from such accounts and to take draws from the Commercial Credit Accounts. You agree that you shall be liable for all sums transferred pursuant to this Authorization and that all transfers will also be subject to the terms of the Promissory Note(s) evidencing the Commercial Credit Account(s). You agree that we are not obligated to honor your electronic instructions on our Website in connection with this Authorization if you fail to maintain adequate funds to cover requested payment transfers, and we shall not be liable for dishonor of checks or other items presented against our deposit account due to insufficient funds caused by following your electronic instructions hereunder. You agree that use of your User ID and related Password represent commercially reasonable security procedures, which you and we agree upon, for purposes of your providing electronic instructions for loan advances and loan payments from and to your Commercial Credit Account.

You also agree that as to any Activated Account that is used for business or commercial activity and all Commercial Credit Accounts, you have been authorized by the appropriate action of the business to initiate transactions in the accounts and to act on behalf of the business, including, without limitation, to enroll in the Bill Pay feature of the Services and to accept all agreements, disclosures, terms and conditions of any Payee on behalf of the business or on your own behalf. We may rely on this authorization until you notify us in writing that such authority has been withdrawn.

This Section 13 constitutes your authorization for us to follow your instructions (the **"Authorization"**). You hereby release us and agree to defend and indemnify us from any and all claims, costs and damages which may arise out of any actions taken by us in relying upon and/or complying (or attempting to comply) with your electronic payment or disbursement instructions under this Authorization in making any transfer of funds pursuant to this Authorization and taking any action or following any instructions under this paragraph.

14. BUDGET AND PLANNING TOOLS

The Budget and Planning Tools allow you to aggregate your personal financial information and assist you in reviewing, managing, and tracking your personal finances. When you enroll in the Budgeting and Planning Tools, you may review your financial Management score (the **"Management Score"**), add non-Old Glory Bank financial accounts to your financial Management profile, receive automatic voluntary account-related alerts, and access a variety of financial tools and services that may be discontinued or modified from time to time. The Budget and Planning Tools are intended entirely for the benefit of individual users of the service. We may use the information we collect to offer products and services to you, in accordance with the Old Glory Bank Privacy Notice.

A. NOT A FINANCIAL PLANNER, BROKER, OR TAX ADVISOR

The Budget and Planning Tools are intended only to assist you in your financial organization and decision-making and are broad in scope. Your personal financial situation is unique, and any information and advice obtained through The Budget and Planning Tools may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider whether it may be appropriate to obtain additional tailored advice from your accountant or other financial advisors who are fully aware of your individual financial circumstances.

THE BANK DOES NOT PROVIDE TAX OR LEGAL ADVICE. YOU SHOULD CONTACT YOUR TAX ADVISOR, ACCOUNTANT AND/OR ATTORNEY BEFORE MAKING ANY DECISIONS WITH TAX OR LEGAL IMPLICATIONS.

B. YOUR RIGHTS TO USE THE BUDGET AND PLANNING TOOLS SERVICES AND RESTRICTIONS

The Budget and Planning Tools are protected by copyright, trade secret, and other intellectual property laws. You are only granted the limited right to use The Budget and Planning Tools, and we reserve all rights of ownership in The Budget and Planning Tools not expressly granted to you in writing herein. Subject to the termination provisions set forth below, for so long as you comply with this Agreement, we grant to you a personal, limited, nonexclusive, nontransferable right to use The Budget and Planning Tools that is valid only for the period of use provided in the ordering and activation terms, and only for the purposes described by us on our website for The Budget and Planning Tools. If, notwithstanding the foregoing you grant access to your account or The Budget and Planning Tools to any other person, you will be in violation of this Agreement and you will be solely responsible for any actions taken by any such person, as well as any damages or losses caused by any such person to you, Bank, or others. We may make The Budget and Planning Tools available via mobile applications or other downloadable software and hereby grant you a limited, non-exclusive, revocable, non-transferable, right and license, without the right to grant or authorize sublicenses, to install and use such software on any Eligible Mobile Device. You may use the software only on an Eligible Mobile Device owned or controlled by you, solely for your own individual, non-commercial use.

You agree not to use The Budget and Planning Tools in a manner that violates any applicable local, state, federal or international law, regulation or this Agreement. For example, unless otherwise expressly authorized by us in writing, in our sole discretion, you agree you will not:

- Use, employ, or attempt to use or employ any robot, spider, scraper, deep link or other similar automated data gathering or extraction program, tool, utility, algorithm or methodology to access, acquire, copy or monitor any portion of The Budget and Planning Tools;
- Use, employ, or attempt to use or employ any engine, software, tool, agent, or other device or mechanism (including, without limitation robots, spiders, avatars, intelligent agents, or browsers) to navigate or search The Budget and Planning Tools, other than the search engines and search agents available through The Budget and Planning Tools and other than generally available third-party web browsers (such as Mozilla Firefox, Microsoft Edge, or Google Chrome);
- Post, upload, forward, or otherwise transmit any file or software code which contains, facilitates, or launches viruses, worms, trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of The Budget and Planning Tools; or
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of The Budget and Planning Tools.
- Reproduce, duplicate, copy, deconstruct, sell, trade, or resell The Budget and Planning Tools.
- Attempt to access any other Budget and Planning systems that are not part of these Services.
- Excessively overload The Budget and Planning Tools systems used to provide The Budget and Planning Tools.

The foregoing list provides examples only and is non-exclusive. If you violate any of these terms, this Agreement, and your right to use The Budget and Planning Tools may be terminated by us in our sole discretion.

You are solely responsible for maintaining and securely managing your password(s) for access to The Budget and Planning Tools. If you become aware of any unauthorized access to your Services account, theft, or loss of your password, you agree to contact Old Glory Bank immediately by email at the address provided under the heading "Privacy and Account Security," below.

The Budget and Planning Tools may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve and enhance the features and performance of The Budget and Planning Tools. You agree to receive these updates automatically as part of The Budget and Planning Tools.

You are responsible for your own actions while using The Budget and Planning Tools.

C. INFORMATION YOU PROVIDE TO US

When you use The Budget and Planning Tools you create a personal profile and upload your financial information to our facilities or authorize us to import that information from your financial institutions. You warrant and represent that you own or otherwise have a right to provide or authorize your financial institution(s) to provide, all of the information you provide or cause to be provided to us through your use of The Budget and Planning Tools (the "**Content**"). You agree that we are not responsible for your choices of and changes to any Content you provide in the course of using The Budget and Planning Tools. You agree that you will not use The Budget and Planning Tools to share, store, or in any way distribute financial data for purposes that are not in accordance with the law. Any Users suspected of having used The Budget and Planning Tools to acquire, provide or share information for purposes that include fraud, embezzlement, money laundering, insider trading, support for terrorism, or any other activity proscribed by law may have their accounts terminated, their financial data erased, and may be reported to law enforcement officials in the appropriate jurisdictions. We are not responsible for any violations of law that may result from the Content or data you submit.

You agree not to use The Budget and Planning Tools to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- Illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate, or objectionable information or communications of any kind, including without limitation conduct that would encourage or constitute an attack upon or "flaming" of others, or that could lead to criminal or civil liability under any local, state, federal or foreign law;
- Content or data that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);
- Except as otherwise permitted by us, in writing, advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communications, spamming or flooding, virus, trojan horse, worm, spyware, spam ware, malware or other disruptive or harmful software or data; and
- Any information, software or Content which is not legally yours and may be protected by patent, copyright, trade secret or other proprietary right, or derivative works thereof, without permission from the copyright owner or intellectual property rights owner.

We may freely use feedback you provide. You agree that we may use your feedback, suggestions, or ideas in any way, including in future modifications of The Budget and Planning Tools, other products or services, advertising, or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, non-revocable, non-terminable, fully paid-up, royalty free license to use the feedback you provide to us in any way.

We may monitor your Content from time to time. We may, but have no obligation to, monitor content on The Budget and Planning Tools. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect us or our customers, or operate The Budget and Planning Tools properly. We, in our sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, believed to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

You hereby acknowledge that we may, from time to time, establish general practices and limits concerning the use of The Budget and Planning Tools, including without limitation the maximum number of days that Content will be retained by us. You further acknowledge and agree that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice: except that material changes to the Privacy Notice will be communicated to you using the email address that you provide in connection with The Budget and Planning Tools.

D. USE AND VALIDITY OF EMAIL NOTICES; EMAIL ACCOUNT

By providing your email address to us, you agree that we may provide, and that you will accept and receive, all required notices with respect to The Budget and Planning Tools from us electronically, to that email address or such other email address as you designate. If you wish to receive notices at another address, it is your responsibility to notify us of any updates or changes, as appropriate, by updating your user profile and contact preferences. Required and other notices and communications from us will be provided in HTML (or, if your system does not support HTML, in plain text) format either in the text of the applicable email or through an embedded link to the appropriate page on our website, which should be accessible through any standard, commercially available internet browser. Notwithstanding the foregoing, we may, in our sole discretion, from time to time elect to provide required notices or other communications to you by any other means it deems appropriate.

E. FINANCIAL ACCOUNT AGGREGATION SERVICES

When you use The Budget and Planning Tools, you may link your The Budget and Planning Tools account to non-Old Glory Bank third-party financial institutions with which you have customer relationships, maintain accounts or engage in financial transactions. This is called "financial account aggregation." With your permission, we may also obtain information about you from third-party entities that may be useful to you in assessing your financial health (together with the information from financial institutions the "**Account Information**"). Such permission-based acquisition of information about you from third-party entities is separate from any information we collect about you in the course of market research and determinations of eligibility for The Budget and Planning Tools, in which we may engage before you subscribe to The Budget and Planning Tools, and which is not subject to this Agreement. We work with one or more online financial service providers to access this Account Information. We make no effort to review the Account Information for any purpose, including but not limited to accuracy, legality or non-infringement and we are not responsible for the products and services offered by or on third-party sites.

Old Glory Bank cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings. For example, when displayed through The Budget and Planning Tools, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up to date when obtained directly from the relevant sites. You can refresh your Account Information through The Budget and Planning Tools, in the manner prescribed in the associated instructions.

We may use outside vendors to provide financial account aggregation services to you, so any authorizations or permissions you grant to us, you are also granting to our vendor(s). You authorize us to access your Account Information maintained by identified third parties, on your behalf as your agent. When you add outside financial institutions to your Budget and Planning Tools account, you will be directly connected to the website for the third party you have identified. We will submit information including usernames and passwords that you provide to log you into the site. You hereby authorize and permit us to use and store information submitted by you (such as account passwords and usernames) to accomplish the foregoing and to configure The Budget and Planning Tools so that they can collect your Account Information. For purposes of this Agreement and solely to provide the Account Information to you as part of The Budget and Planning Tools, you grant Old Glory Bank a limited power of attorney, and appoint Old Glory Bank as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with providing Budget and Planning Tools. **YOU ACKNOWLEDGE AND AGREE THAT WHEN OLD GLORYBANK IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, OLD GLORYBANK IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY.** You understand and agree that the Personal Financial Management Services are not sponsored or endorsed by any third parties accessible through the Service.

F. PRIVACY AND ACCOUNT SECURITY

We will protect and share your information as described in the Old Glory Bank Privacy Notice. You are responsible for maintaining the privacy and security of your password and other security information. When you provide logon credentials for non-Old Glory Bank financial accounts, this logon information is encrypted. Your logon credentials are used to establish a secure connection with your financial institution in order to download and categorize your transaction information securely and automatically. Your logon credentials cannot be changed or modified by us or our vendors, and they are stored securely in a separate database using multi-layered hardware and software encryption. We only store the information needed to

automatically update your financial information. You are also responsible for maintaining the integrity of your hardware and operating system to prevent viruses, spyware, or other malicious software from stealing your password information or data. We bear no responsibility for unauthorized access to your financial account as a result of your failure to follow appropriate security precautions.

If you should become aware of any unauthorized use of your account or user information, or if you otherwise believe that your account has been compromised, you agree to immediately notify us by email to: customerservice@oldglorybank.com or call 1-888-446-5345.

Non-Old Glory Bank financial account information may be used by Old Glory Bank to provide The Budget and Planning Tools, to recommend products and services and for other permissible business purposes, in accordance with the Old Glory Bank Privacy Notice.

You can delete a non-Old Glory Bank financial account from The Budget and Planning Tools at any time. Such deletion will not affect information or content retrieved prior to that deletion.

Email Fraud. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing”). You acknowledge that we will never contact you by email in order to ask for or to verify account numbers, Access Credentials, or any sensitive or confidential information. In the event you receive an email or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree not to respond to the email, provide any information to the email sender, click on any links in the email, or otherwise comply with any instructions in the email. You should forward any suspected fraudulent or suspicious email to customerservice@oldglorybank.com or call 1-888-446-5345 or as we otherwise may direct. You agree that we are not responsible for any losses, injuries, or harm you may incur as a result of any electronic, email, or internet fraud, subject to the requirements of applicable law.

G.ALERTS

We may provide automatic or voluntary account-related alerts from time to time. We may deliver these alerts to your computer, mobile phone, or other device or by such other method of using The Budget and Planning Tools that you select, and we support.

Automatic alerts may be sent to you following certain changes made to your Budget and Planning Tools Services account, such as a change in your account information. We may also send you alerts regarding promotions, third party offers, and other information based on your preferences and the operation of The Budget and Planning Tools.

Voluntary account alerts initially may be turned on by default as part of the enrollment process for The Budget and Planning Tools. They may then be customized, modified, deactivated, or reactivated by you through changes to your account settings. We may add new alerts from time to time or may cease to provide certain alerts at any time in its sole discretion. Each alert will have different options available, and you may be asked to select from among these options upon activation of your alerts service.

Electronic alerts may be sent by us to the email address, mobile phone number or other contact information or account you have provided as your primary email address, mobile phone number, or other contact address for The Budget and Planning Tools, and you may subsequently set your alerts to go to one or more accounts or devices. By providing a mobile device contact number, and by agreeing to this Agreement, you agree that we may use an automatic telephone dialing system and artificial/prerecorded voice technology to send voice or text alerts to the number you provided. If your contact information changes, you are responsible for informing us of that change. Changes to your contact information will apply to all of your alerts.

Alerts to mobile phone numbers may trigger charges from your mobile carrier or other third parties. To the extent that we are assessed fees by any mobile carrier or required to pay fees to any mobile messaging aggregator or vendor in order to provide mobile alerts, we will pass-through such charges to you.

Alerts are not encrypted and may include some information about your accounts. Anyone with access to your email, mobile phone, or other device or accounts receiving alerts will be able to view the content of these alerts and it is your responsibility

to maintain the privacy and security of this information. Furthermore, if your computer, mobile phone, or other device or account that is receiving or previously has received alerts is lost, stolen, or misplaced, or is otherwise compromised, we are not and cannot be responsible for any information or alerts that may be accessed by third parties and you are encouraged in any such case to immediately change your password and login ID from a secure device.

Any automatic or voluntary alerts provided by us may be delayed, blocked, or prevented by a variety of factors. While we will use reasonable efforts to provide alerts in a timely manner with accurate information, we can neither assure nor guarantee the timely delivery or the accuracy of the information contained in any alert. You agree that we will not be liable or responsible for: any delays, blockage, failure to deliver, or misdirected delivery of any alert, any errors in the information contained in an alert; or for any actions taken or omitted to be taken by you or any third party as a result of or in reliance upon any alert provided by us or not delivered by us.

H. COPYRIGHT AND TRADEMARK NOTICES

All materials of the Service (as well as the organization and layout of the Service) are owned and copyrighted or licensed by Old Glory Bank, its affiliates, or its suppliers. No reproduction, distribution, or transmission of the copyrighted materials of the Service, which includes the Old Glory Bank website (and any successor websites or additional websites or any co-branded websites), is permitted without the written permission of Old Glory Bank. Any rights not expressly granted herein are reserved. Old Glory Bank, The Budget and Planning Tools logo, other Budget and Planning Tools logos and product and service names are trademarks of Old Glory Bank National Association (the "**Budget and Planning Tools Marks**"). You agree not to display or use The Budget and Planning Tools Marks in any manner whatsoever without Old Glory Bank's prior permission.

15. CLICKSWITCH®

ClickSWITCH is a service that may allow you to switch your direct deposit and/or automatic bill payments from another financial institution to Old Glory Bank. If you are eligible for ClickSWITCH and elect to utilize the service, which is provided solely by ClickSWITCH, your use will be subject to your acceptance of the ClickSWITCH Terms of Use (the "**ClickSWITCH Terms**"), which are incorporated herein by reference. If there is any conflict between any term of this Agreement and the ClickSWITCH Terms, solely with respect to your use of ClickSWITCH, the ClickSWITCH Terms shall control. The ClickSWITCH service is available to you at no cost as long as enrollment is initiated through Old Glory Bank's Online Banking service or an Old Glory Bank branch.

You further understand and agree that the ClickSWITCH service may provide access to third party sites which will allow such sites to retrieve your account information from different companies. By accessing and utilizing the ClickSWITCH service, you authorize Old Glory Bank to communicate and receive certain information from its third-party service providers.

By accessing and utilizing ClickSWITCH, you also understand that ClickSWITCH is a Third-Party Website, and Old Glory Bank is not responsible for the site content, links, privacy policy, or security policy of such website.

16. OLD GLORY BANK HOURS OF OPERATION; CUTOFF TIMES

Business days are Monday through Friday, except federal holidays. Transaction requests on Saturday and Sunday are considered Monday transactions, except if Monday is a holiday. The Services are available to you 24 hours a day except at times of Systems Unavailability. Transactions you conducted after the Cutoff Time will be posted to our official account statement the next business day. "**Cutoff Time**" refers to, for the times stated below, local time at our Bank branch where your Activated Account is maintained, Monday through Friday, except holidays, unless otherwise stated: (1) for Bill Payment: 6:00 p.m. CDT; (2) for Transfer Funds: 7:00 p.m. local time; (3) for Wire Transfer: 3:00 p.m. CDT; (4) for Stop Payment: 10:00 p.m. local time; and (5) for any Old Glory Bank - Old Glory Direct Account: 6:00 p.m. CDT for all activity. If you send a Bill Pay request near the Cutoff Time and your transaction is not completed before the Cutoff Time, your transaction request will be sent the next business day. We may change any Cutoff Time without notifying you.

17. PRIVACY

We maintain procedures to protect confidential information about you and your use of our products and services. Our information practices are fully detailed in the Old Glory Bank Privacy Notice. By enrolling in any Service, you agree to receive our Privacy Notice electronically. This means that you can access our current Privacy Notice at any time on our Website, you acknowledge and agree that you are solely responsible and liable for any and all activity related to access on or through your internet access equipment by you or any Guest User, and you hereby waive any claim that access through your internet access equipment by any Guest User was unauthorized.

18. THIRD PARTY LINK DISCLOSURE

It is possible that the Service may offer links to other sites not operated by Old Glory Bank. The Biller Direct function may provide a link to a Payee's website in order for you to obtain Biller Direct information from that Payee. These links are provided for your convenience and are only offered for your use at your own discretion. Old Glory Bank cannot attest to the content or accuracy of information provided by these linked sites, and does not provide, endorse, or accept responsibility for the product, service, or overall content available on third party websites. We do not represent you or the third-party site in any transaction you may enter into with the third party. The Privacy and Security policies of the third-party website to which you are linking may differ from those of Old Glory Bank. You should review the privacy or security disclosures on each third-party site for further information. Third party websites may provide less security than websites operated and maintained by Old Glory Bank.

19. REPORTING UNAUTHORIZED TRANSACTIONS

If you believe an unauthorized ATM, debit, ACH, or check transaction was made in any Activated Account that is a deposit account, you should either (a) call us immediately at 1-888-446-5345 or write to us at PO Box 20550, Oklahoma City, OK, 73156. You may only submit an Electronic Dispute Record for transactions that you recognize, meaning your dispute is related to one of the following: (x) concern about the item or service received; (y) concern about the amount charged for the item or service; or (z) concern about a deposit, withdrawal, or stamp purchase in your applicable Activated Account. If you do not recognize the transaction, you must either call or write us at the phone number or address included above. You agree that any information provided to us in connection with an unauthorized transaction is true and accurate to the best of your knowledge.

20. YOUR RESPONSIBILITIES

You are responsible for all electronic funds transfers and electronic payments you make using the Service. If you permit other persons to use the Service or your User ID or Password, you are responsible for all electronic funds transfer transactions they make from your Activated Accounts. You are liable for all transfers, payments, and activity that you make or are made by any other user, even if such user exceeds your authority or is not an authorized signer on your Account. You must notify us immediately if you believe any of your Activated Accounts was accessed or your Password was used without your permission. *If you are an individual and use your Activated Account for personal, family or household purposes, important limitations on your liability for unauthorized electronic funds transfers and other electronic errors that are covered by Regulation E (12 C.F.R. Part 1005) are explained in our EFT Disclosure Statement. **However, if you use the Services for any business activity, you assume all risk of loss for unauthorized transfers and payments, and you must establish your own internal security procedures for employees you authorize to use the Services and to prevent all unauthorized use by other employees or persons.***

21. DISCLAIMER OF WARRANTIES; OUR RESPONSIBILITY AND LIMITATION OF LIABILITY

The Deposit Agreement, User Agreement, and our EFT Disclosure Statement describe our responsibility for completing electronic funds transfers and electronic payments, and our exceptions from liability for our failure to do so. This Agreement applies to your online transactions under the Services. WE WILL ALSO HAVE NO LIABILITY WHATSOEVER FOR FAILURE TO COMPLETE A PAYMENT OR TRANSFER YOU INITIATE OR ATTEMPT TO INITIATE THROUGH THE

SERVICE UNDER ANY OF THESE CIRCUMSTANCES: (1) if the transfer or payment could not be completed due to Systems Unavailability or due to any circumstances beyond our control, including, without limitation, acts of God, any malfunction of your internet access equipment, any internet virus, Trojan horse, worm or other hostile software code, or any problem that may be associated with your use of any Service or (2) if the payment was a tax payment, a court ordered payment or payment to a payee outside the U.S.A. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY SERVICE, PRODUCT, OR OFFER. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED VIA THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

YOU AGREE THAT NEITHER WE NOR OUR SERVICE PROVIDERS WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE OUR WEBSITE OR ANY RELATED SERVICES; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR WEBSITE OR RELATED SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANYONE ON OUR WEBSITE OR IN ANY RELATED SERVICES; OR (v) ANY OTHER MATTER RELATING TO OUR WEBSITE OR ANY RELATED SERVICES.

22. CANCELLATION

You may cancel one or more of the Services by notifying us at the telephone number or address referenced in the paragraph titled "Reporting Unauthorized Transactions." We may require you to confirm your request in writing. We may cancel your access to all or any one of the Services without notice. Cancellation of Online Bill Pay will stop all online access to Online Bill Pay.

23. SYSTEMS UNAVAILABILITY

The Service may be unavailable when systems require maintenance or upgrades or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone or other telecommunications service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. We shall have no liability for interruptions or delays in Services due to Systems Unavailability.

24. SECURITY

We will take security procedures and counter-measure procedures to ensure the security and confidentiality of your financial records and transactions under the Services. You agree to comply with all security procedures we may impose for use of the Services including the use of up-to-date firewall and virus protection software on any computer you may use to access the Services. You agree the security techniques used by us in connection with the Services are commercially reasonable security procedures, and you assume all risk of loss for unauthorized transactions where we have followed our then current security procedures, except to the extent that such liability is limited or prohibited by applicable law or in the event that our EFT Disclosure Statement is applicable to the electronic funds transfer or other error.

25. CHANGES TO AGREEMENT

Except as otherwise required by applicable law, we may add, remove, or otherwise modify any of the terms and conditions of this Agreement, its related services, and applicable fees and charges, at any time and without notice to you, and such

changes will be effective immediately. This Agreement as revised will be posted on an internet website at www.oldglorybank.com, and we may send you written notice at your email address in our files. Your continued use of the Service and any Services (covered hereby) after our sending any required notice or posting such changes to this Agreement on this Website, will constitute your acceptance of, and agreement to be bound by, such changes to this Agreement. You agree that these procedures are acceptable to you to provide you with notice of changes to this Agreement. The revised Agreement will supersede the affected terms and conditions of this Agreement and shall apply to any activity or transaction previously or hereafter taken by you in connection with such Service, except new fees and charges shall apply prospectively only.

26. ASSIGNMENT OF THIS AGREEMENT

You may not transfer or assign this Agreement without our prior written approval, and any unauthorized assignment or transfer will be null and void. We may assign or transfer this Agreement at any time without notice.

27. WIRELESS EXPRESS CONSENT

You expressly authorize Old Glory Bank and its service providers, affiliates, agents, successors, assigns, and third party debt collectors to contact you on any of your mobile phone numbers, whether you provide those numbers to Old Glory Bank (now or in the future) or whether Old Glory Bank identifies those mobile numbers via other sources including, but not limited to, those obtained via skip tracing or those provided by third parties. This consent applies to all calls including text messages or telephone calls made via or using an automatic telephone dialing system, auto dialer, and/or an automated or prerecorded voice. This consent applies to any and all accounts, including, but not limited to, depository accounts, loans, lines of credit, credit cards, or other relationships you have with Old Glory Bank (including business accounts upon which you are identified as a point of contact or an authorized user), including those you already have or any that you may obtain in the future, and this consent permits calls regardless of their purpose. These calls and messages may incur access fees from your cellular provider.

28. GOVERNING LAW; UNLAWFUL ACTIVITIES PROHIBITED

Our website (excluding linked sites) is controlled by us from our offices in the State of Oklahoma, United States of America. All matters relating to your access to, or use of our Website shall be governed by the laws of the State of Oklahoma, and the federal laws of the U.S.A., without regard to any conflicts of law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods, and the model Uniform Computer Information Transactions Act approved by the National Conference of Commissioners on Uniform State Laws (as enacted and/or modified into any state law in the U.S.A.), are hereby expressly excluded and shall not apply to this Agreement and the Services, Products and Materials accessed hereunder.

We make no representation that our Products, Materials or Services available on our website are lawful, appropriate, or available for use in any location outside Oklahoma, and your access of them from territories where the same or their content is unlawful or illegal is prohibited. You are solely responsible for compliance with local laws where you reside or are located. If you use our website or our Products, Materials or Services for any unlawful or illegal purpose, you must promptly reimburse us for all losses, costs and expenses incurred by us as a result of such use.

29. JURISDICTION AND VENUE

You agree and hereby submit to the exclusive personal jurisdiction and venue of the State courts and federal courts in Oklahoma County, Oklahoma, with respect to all matters relating to your access to or use of our Website or any Product, Material or Service. You irrevocably consent to such jurisdiction and venue.

30. SEVERABILITY; PARAGRAPH HEADINGS

If any non-material term of this Agreement is declared invalid or unenforceable by any court, and the remaining terms of this Agreement are not materially affected, then this Agreement will be interpreted as if the invalid non-material terms had not been in place for this Agreement. Paragraph headings do not limit or define either party's rights or obligations.

31. BROWSER AND OPERATING SYSTEM COMPATABILITY

Subject to your compliance with the terms of the Mobile Banking Service App and the terms of this Agreement, you are hereby granted the License. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Mobile Banking Service App software to that new or different Wireless Device. The License shall be deemed revoked immediately upon (i) termination of the Mobile Banking Service App, (ii) termination of the Online Banking Service, (iii) your deletion of the Mobile Banking Service App software from your Wireless Device, or (iv) notice to you at any time, with or without cause. In the event the License is revoked for any of the foregoing reasons, you agree to promptly delete the Mobile Banking Service App software from your Wireless Device. In the event of revocation of the License, your obligations which are accrued and owing or which expressly or by implication survive such revocation, shall survive.

Equipment. You are solely responsible for obtaining and maintaining in good working order (including installation of upgrades and patches), at your expense, all equipment, hardware, software, and any telecommunications, data transmission and/or internet services that may be required in connection with the use of any of the Services. Such equipment, hardware, software, and services must meet such technical standards and specifications as we may require from time to time. Please call us at the telephone number provided in the "Errors or Questions" section of this Agreement if you have questions about technical standards and specifications. We are not responsible for any third-party software that you may use in connection with any Service. Any such software is accepted by you "AS IS" and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at the time of download and/or installation. We do not guarantee the compatibility of the Services with all modem types, computer systems, internet browsers, hardware and/or software. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware", "keystroke loggers", and/or "spyware"), problems or malfunctions resulting from any computer viruses, or related problems that may be associated with the use of an online or wireless system. We recommend that you routinely update your anti-virus software, apply all security patches for your operating system, and activate available firewalls.

You acknowledge the Supported Browsers and Operating Systems Standards located www.oldglorybank.com constitute part of this Agreement.

To receive the requested Communications electronically, you will need the following:

1. An active and valid email address on file with Old Glory Bank (which you agree to keep up-to-date in the Old Glory Bank app or Online Banking or by calling Customer Service) and an Internet connection, along with a web-enabled device with an operating system capable of supporting items 2 and 3.
2. A current version* of an Internet browser we support, which may include Microsoft Edge, Firefox, Safari or Chrome. You can contact Customer Service at customerservice@oldglorybank.com to find out the versions we support.
3. Access to a printer or the ability to download information to keep copies for your records. You will also need a current version* of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader. You can download and install Adobe Reader software free by clicking the link provided: <https://get.adobe.com/reader>

*By "current version", we mean a version of the software that is currently being supported by its publisher and that we support. If we change hardware or software requirements, we will post the current hardware and software requirements at oldglorybank.com. If you enroll for an Old Glory Bank account, we will inform you, at the time of enrollment, of any additional action you must take. If you take the required action, you are confirming your consent to receive electronic Communications under the terms of this Consent Disclosure. **By providing your consent at the end of this agreement, you give your affirmative consent to Old Glory Bank to provide electronic Communications to you, as described above. You further affirm and confirm that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have provided, or will provide to us, a current, valid email address to**

which we may deliver electronic Communications. By obtaining electronic delivery of Communications, you confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives and/or delegates identified with your Old Glory Bank products and accounts.

Last Modified: June 2023



OLD GLORY BANK

Consumer Debit Cardholder Agreement

Please read this Old Glory Bank Master Card Debit Cardholder Agreement (the “Agreement”) carefully and retain it for your future reference. This Agreement applies to all transactions resulting from the use of your Debit Card (the “Card”) through an automated teller machine (ATM), a Point-of-Sale (POS) terminal or any other use of the Card(s), whether electronic or not, which has been made available to you by Old Glory Bank (“Bank”).

Please read this Agreement carefully and keep it for your records. The agreement you make with us, and the rights and obligations we both have, are governed by, and interpreted according to the state of Oklahoma and federal law. This Agreement, together with other agreements or disclosures you may receive from us, such as the Old Glory Bank Consumer Deposit Account Agreement (“Account Agreement”), establishes our and your rights and obligations.

When you see the words “we,” “us,” or “our” in this Agreement, it refers to the Bank, and any of the Bank’s affiliates, successors, assignees, agents or service providers. When you see the words “you” or “your,” it refers to you, the owner of the Account, as well as your personal representatives, executors, administrators, and successors.

You authorize us to pay from your deposit account (“Account”) the total amount of any transaction originated by proper use of the Card. You also agree that the use of the Card described in this Agreement shall be subject to the rules, regulations and fees governing each deposit account which is accessed by such Card, including but not limited to the Bank’s right of set-off.

1. Activating the Card and Setting a PIN

1.1 Card Agreement Acceptance and Card Activation

This Card requires activation before you may use it. You may activate the Card by calling 1-888-446-5345. Your activation and use of the Card mean that you agree to the terms and conditions described in this Agreement.

1.2 Personal Identification Number (PIN)

You will be required to select a 4-digit personal identification number (PIN) prior to using the Card for the first time. The 4-digit numerical PIN issued to you is for security purposes. The PIN represents your signature authorizing transactions made using your card(s), identifies the bearer of the Card, and serves to validate and authenticate the directions given to complete the Card transactions.

YOU ARE RESPONSIBLE FOR SAFEKEEPING YOUR PIN. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS SO NO ONE ELSE LEARNS YOUR PIN AND YOU AGREE NOT TO DISCLOSE OR OTHERWISE MAKE YOUR PIN AVAILABLE TO ANYONE NOT AUTHORIZED TO SIGN ON YOUR DEPOSIT AND/OR LOAN ACCOUNT(S).

Your PIN should NOT be written on the Card or anywhere it is available to others for use by lawful and/or unlawful means.

1.3 Permissible Uses of Your Card

You agree that you will use the Card only for personal, household or family purposes and it will not be used for any business purposes unless the account is opened for a sole proprietor.

2. Use of the Card

2.1 No Secondary Cardholders

The Card is solely for your use and you may not request an additional card for another person. If you give anyone else access to your Card, we will treat any transaction they initiate as authorized by you, and you will be responsible for all transactions and fees that occur.

2.2 ATM and Point-of-Sale PIN Withdrawals

With your PIN, you can use your Card to obtain cash from your Account up to your Available Balance at any ATM or any Point-of-Sale ("POS") device in the United States that displays the MasterCard, MasterCard ATM, acceptance marks. Not all merchants will permit you to get cash back through their POS devices.

If you use an ATM, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee assessed by the individual ATM operator only and is not assessed or controlled by us.

This ATM fee amount will be charged to your Account in addition to any applicable fees disclosed in this Agreement or your Account Agreement.

2.3 Retail Card Purchases

You may use your Card to make purchases using your PIN at any merchant with a POS device anywhere that displays the MasterCard acceptance marks. You may also use your Card to make purchases without your PIN anywhere that MasterCard debit cards are accepted.

2.4 Split Transactions

You can instruct a merchant to charge your Card for part of a purchase and pay any remaining amount with cash or another card. This is called a "split transaction." Some merchants do not permit split transactions. If you wish to conduct a split transaction, you must tell the merchant the exact amount you would like charged to your Card. If you fail to inform the merchant you would like to complete a split transaction and you do not have sufficient available funds in your Account to cover the entire purchase amount, your Card is likely to be declined.

2.5 Card-Not-Present Transactions

You may make retail card purchases without presenting your Card by providing information from your Card, such as transactions done by internet or telephone. Conducting transactions in this way has the same legal effect as if you used the plastic Card itself. For security reasons, the amount or number of card-not-present transactions you may make may be limited.

2.6 Use of the Card with Digital Wallets

A digital wallet ("Wallet") provides another way for you to make purchases with your Card. A digital wallet is a service provided by another company (such as Apple Pay, Android Pay, Samsung Pay, etc.), that allows you to use your Card to pay for transactions where the Wallet is accepted. A Wallet may not be accepted at all places where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities of the Wallet. Any use of your Card in or through the Wallet continues to be subject to all terms and conditions of this Agreement. We may terminate your access to or use of your Card with a Wallet at any time and for any reason, including if you violate any of the terms or conditions of this Agreement.

You can add or remove your Card from a Wallet by following the instructions provided by the Wallet provider. By doing this, you agree to allow us to share your Card information with the Wallet provider. You may be required to take additional steps to authenticate your identity before your Card is added to the Wallet. We do not charge you any additional fees for adding your Card to a Wallet or for using your Card in the Wallet. However, any fees and charges that would apply when you use your Card outside the Wallet will also apply when you use a Wallet to make purchases with your Card or otherwise access your Card. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. The digital version of your Card in a Wallet may, in our sole discretion, be automatically updated or upgraded without notice to you.

We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you or for ensuring that your Card is compatible with any Wallet service. We are only responsible for supplying information to the Wallet provider to allow usage of your Card in the Wallet as you have requested. We are not responsible for any failure of the Wallet, any mobile device you use with the Wallet, or the inability to use the Wallet for any transaction. We are not responsible for the performance of services by any Wallet provider or any other third parties regarding any agreement you enter. We do not control the privacy and security of any of your information that may be held by the Wallet provider. Any information held by the Wallet provider is governed by the privacy policy given to you by the Wallet provider. If you have location services enabled on your mobile device, the location of your mobile device may be collected and shared by the Wallet provider in accordance with their respective data and privacy policies, including with us. If you request to add your Card to a Wallet, you authorize us to collect, transmit, store, use and share information about you, your mobile device, and your use of the Card in accordance with our privacy policy, as amended from time to time, available at <https://oldglorybank.com/privacy-notice>

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF A WALLET, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A WALLET, OR A MOBILE DEVICE.

If you use a Wallet, you should protect your Wallet and your mobile device as you would your Card. If your Wallet or mobile device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. Please see Section 7 for instructions for reporting a lost or stolen Card. If you have any questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information given to you by the provider.

2.7 Foreign Transactions

Charges from foreign merchants and financial institutions may be made in a foreign currency. We will bill you in U.S. dollars based on the exchange rate on the day we settle the transaction, plus any special currency

exchanges charges that may be imposed by us, the MasterCard network and/or by any third-party used to complete the transaction.

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account.

Regardless of whether the transaction is made in foreign currency or in U.S. dollars, additional fees may apply to all international transactions using the Card. Please refer to our current fee schedule for more information about our fees.

2.8 Card Authorization Holds

When you use your Card to purchase goods or services or to obtain cash from a merchant, the merchant may request preauthorization (“Card Authorization”) for the transaction. If the merchant makes such a request and there are sufficient available funds in your Account, we will approve the transaction and place a temporary hold on the funds in your Account. This hold will reduce the Available Balance in your Account. The amount of this temporary hold will usually be the amount of the Card Authorization.

If you use your card at a restaurant, your Available Balance may be reduced by the amount of the card authorization plus up to an additional twenty percent (20%) of that amount, to account for potential tipping.

The card authorization will remain on your Account until the merchant sends us the final amount of the transaction and requests payment (“settlement”). In most cases, if the merchant does not request settlement, or the merchant is delayed in requesting settlement, the card authorization will automatically be removed after three (3) days. However, for certain merchants such as hotels and rental car companies, it may take up to thirty (30) days for the card authorization to be removed.

It is important to understand that the merchant controls the timing of card authorizations or settlement. A merchant may request settlement after the card authorization has been removed from your Account. This means that if you use the funds in your Account after the card authorization has been removed and the merchant later requests settlement, your Account may become overdrawn. A merchant may also request settlement for an amount that is different than the card authorization. Therefore, it is important that you keep track of your transactions and your balance. Once we have approved a card authorization, we cannot stop the transaction and you will be responsible for repaying any negative balance that may occur.

2.9 Customized Debit Card Limits

As part of the Online Banking Services, you may be given the ability to establish customized debit card transaction limits that are lower than the limits that are otherwise applicable to POS transactions and ATM withdrawals for yourself or any secondary cardholders to help you manage and control your spending.

3. Card Limitations

There may be limits on the amount and frequency of withdrawals and deposits you can make using your Card. Please refer to the Account Agreement for any limits that may apply to your Account.

4. Returns and Refunds

Please be aware of the merchant's return policies before using your Card to make a purchase. The Bank is not responsible for the delivery, quality, safety, legality or any other aspect of the goods or services you purchase using your Card. If you have a problem with a purchase that you made with your Card or if you have a dispute with the merchant, you must handle it directly with the merchant. If you are entitled to a refund for any reason for goods or services obtained using your Card, you agree to accept credits to your Card for the refund and agree to the refund policy of the merchant. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

5. Additional Benefits from MasterCard and Fraud Alerts Program

5.1 Additional Benefits from MasterCard

Your Card may also be eligible for certain benefits provided by MasterCard. Please see the MasterCard Debit Card Benefits Guide (<https://www.mastercard.us/en-us/personal/find-a-card/standard-mastercard-debit.html>) for a full description of all additional benefits to which you may be eligible, specifically MasterCard Zero Liability Benefits (<https://www.mastercard.us/en-us/personal/get-support/zero-liability-terms-conditions.html>). You are also eligible for MasterCard's Fraud Alerts Program.

5.2 Fraud Alerts Program Overview

The MasterCard Fraud Alerts Program provides you with alerts via email, phone call, and/or text messages when MasterCard's fraud monitoring system detects suspicious activity involving your Card.

Messaging frequency depends on account activity. For more information, call 1-888-446-5345. To cancel fraud text messaging services at any time, reply STOP to any alert from your mobile device.

For Fraud alerts support, call 1-888-446-5345. By giving us your mobile number, you agree that Fraud Alerts text messaging is authorized to notify you of suspected incidents of financial or identity fraud. Standard text messaging rates will apply.

5.2.1 Stop Instructions

Text STOP to 23618 to cancel.

5.2.2 Release of Liability

Alerts sent via SMS may not be delivered to you if your phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of wireless carriers may interfere with messages delivery for which the carrier is not responsible. We do not guarantee that alerts will be delivered.

6. Fees

There may be fees associated with your use of the Card. Please refer to the Account Agreement for any fees that may apply to your use of the Card.

7. Errors and Lost or Stolen Cards

7.1 Error Resolution

In case of errors or questions about your Card transactions telephone us at 1-888-333-4803 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared:

- Tell us your name and account number (if any).
- 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 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. 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will provide you the results within three (3) 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.

7.2 Reporting Lost or Stolen Cards or Replacing Your Card

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that a transaction has been made without your permission. Reporting the unauthorized use is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

If you need to report your Card as lost or stolen, report an unauthorized transaction, or replace your Card for any reason, please contact us at 1-888-446-5345 seven days a week, 24 hours a day. You will be required to provide personal information so that we may verify your identity before we will issue you a replacement Card.

8. Electronic Fund Transfers

Your Card allows you to withdraw funds from your Account up to the Available Balance through Electronic Fund Transfers (“EFTs”). EFTs are transactions that are processed by electronic means and include, among others, ATM withdrawals and point-of-sale purchases at merchants. This Section provides you with information and important disclosures and terms about the EFTs that are permitted using your Card. You may also receive additional EFT services related to your Account that are not described in this Agreement. Please refer to your Account Agreement for more information.

8.1 Types of EFTs Supported by Your Card

Your Card allows the following types of EFTs:

1. • Transfers to or from your Account to a merchant or other third party by providing the third party with your Card or Card information
2. • ATM deposits and withdrawals using your Card

8.2 Limitations on EFTs

There are limitations on the frequency and amount of transactions you can make to or from your Account using your Card. These limits are different for each type of transaction. For limits that apply to Card transactions, please refer to Section 3 of this Agreement. For other limitations that may apply to your Account, please refer to your Account Agreement. Your Card may also be subject to security-related limits. These limits may change from time to time.

8.3 Your Liability for Unauthorized EFTs

Contact us immediately if you believe that an unauthorized EFT has occurred or may occur concerning your Account, or if your Card or PIN has been lost, stolen, or compromised. Calling us at 1-888-446-5345 is the best way of keeping your losses to a minimum.

You could lose all the money in your Account if you take no action to notify us of the unauthorized EFT or the loss or theft of your Card or PIN.

For unauthorized EFTs, your liability will be as follows if you notify us of the loss:

1. • If you tell us within two (2) business days after learning of the loss, theft, or compromise of your Card or PIN, you can lose no more than \$50.
2. • If you do NOT tell us within two (2) business days and we can prove that we could have prevented the loss had you contacted us, you could lose as much as \$500.00.
3. • If your statement shows EFTs that you did not make and you do NOT contact us within sixty (60) days after the statement was made available to you, you may not get back any money lost after the sixty (60) days if we can prove that your contacting us would have prevented those losses.
4. We can extend these time periods if extenuating circumstances (such as a long trip or hospital stay) kept you from notifying us.

8.4 Our Liability for a Failure to Complete a Transaction

If we fail to complete a transaction on time or in the correct amount when properly instructed by you in accordance with this Agreement, we will be liable for damages proximately caused by the failure or error. However, there are some exceptions. We are not liable, for instance:

- If the Available Balance in your Account is not sufficient to complete the transaction through no fault of ours.
If the ATM you use does not have enough cash.
- If the failure is due to an equipment or system breakdown, such as a problem with the Online Banking Services provided by the Program Partner, that you knew about before you began a transaction.
- The failure was caused by an Act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions we have taken.
- If your funds are not available due to a hold or if your funds are subject to legal process.
- If we do not complete a transaction because we or Unit has reason to believe the transaction is unauthorized or illegal. If your Account is closed or inactive.

- There may be additional exceptions stated in our or the Program Partner's agreements with you or permitted by law.

8.5 Our Business Days

Our business days are Monday through Friday, excluding federal holidays. Deposits received by 4:30 pm CST are considered received on that Business Day. Any deposits received after this time will be considered received on the next Business Day.

Customer Service is available Monday through Saturday, 8:00 am through 8:00 pm CST.

8.6 Your Right to Information and Documentation of Your Card Transactions

You will receive information and documentation concerning any Card transactions that debit or credit your Account in the following ways:

1-Statements: We will provide you information about each Card transaction that debits or credits your Account on your statements. Please refer to your Terms and Conditions and Account Agreement for information about statements and other ways you may be able to access your transaction history and other Account information.

2-Receipts: You will have the option to receive a receipt when making a withdrawal from an ATM or when you make a POS purchase at a merchant.

8.7 Recurring Card Payments (Preauthorized Transfers)

If you authorize a merchant or other third party to automatically initiate a payment using your Card on a recurring basis, you must do so in writing. If you are issued a new Card with a different expiration date or a different number, we may (but are not obligated to) provide your new Card number and expiration date to a merchant or other third party with whom you have set up a recurring pre-authorized card payment to facilitate the continuation of your authorized recurring transactions.

If you do not wish MasterCard to provide your new Card number and/or expiration date to merchants or other third parties, please let us know by emailing us at customerservice@oldglorybank.com

8.7.1 Notice of Varying Amounts

If you have authorized a merchant to originate regular pre-authorized debits to your Account using your Card and if these payments vary in amount, the merchant you are going to pay is required to notify you, ten (10) days before each payment, when it will be made and how much it will be. You may be given the option to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

8.7.2 Your Right to Stop Payment

To stop payment on a pre-authorized transaction, email us at customerservice@oldglorybank.com.

We must receive your stop-payment request at least three (3) business days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and provide it to us within fourteen (14) days after you call. If we require written confirmation and do not receive it, we may remove the stop-payment order after fourteen (14) days.

Make sure to provide us with (1) your name, (2) your Account number, (3) the company or person taking the payments, and (4) the date and amount of the scheduled payment you wish to stop. If you want all future

payments from that company or person stopped, be sure to tell us that as well. If you do not provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment.

You may be charged a fee for each stop payment you request under your Account Agreement. Please refer to your Account Agreement for fees applicable to your Account.

8.8 In Case of Errors or Questions About Your EFTs

If you think your statement or receipt is wrong or if you need more information about a transfer listed on a statement or receipt, as soon as you can contact 1-888-446-5345 for card related transactions. For all other transactions contact us at 1-888-446-5345 or customerservice@oldglorybank.com. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must provide us with the following information:

1. • Your name and Account number.
2. • A description of the error or the EFT you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. • The dollar amount of the suspected error.
4. • If you tell us orally, we may require that you send us your complaint or question in writing by email within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will tell you the results and correct any error promptly. If we need more time, we may take up to forty-five (45) days— or ninety (90) days for Accounts open less than thirty (30) days or foreign-initiated transactions — 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. 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. For Accounts open less than thirty (30) days, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will provide you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation by email. You may ask for copies of the documents that we used in our investigation.

9. Change of Terms

We can change the terms of this Agreement at any time. We will provide advance notice to you of a change in terms where required by law.

10. Account Information Disclosed to Third Parties

- We will disclose information to third parties about your account or the transfers you make:
 - Where it is necessary for completing the transaction
 - • To verify the existence and condition of your account with us (such as to confirm that sufficient funds are available to cover specific transactions) upon the request from a third party (such as a credit bureau or merchant)
 - • To comply with legal information requests or court orders If you give us your written permission

You can more fully understand how we use your information by referring to the Bank's Privacy Policy at www.oldglorybank.com/privacypolicy.

11. Cancellation

We may refuse to issue, deactivate, revoke, suspend or cancel your Card at any time with or without notice to you, other than as required by law. This includes deactivating or canceling your Card if it has been lost or stolen to prevent unauthorized transactions. You agree not to use your Card once it has been deactivated, revoked, suspended or canceled. We may also limit your use of the Card, including limiting or prohibiting specific types of transactions. If you would like to cancel your Card, you may do so at any time by contacting us through the Online Banking Services or by emailing help@sagewellfinancial.com. The cancellation of your Card privileges will not otherwise affect your rights and obligations related to your Account.

-End-



OLD GLORY BANK

**ONLY APPLICABLE IF:
MINOR IS A JOINT-OWNER OF A JOINT ACCOUNT
AND/OR
MINOR IS A BENEFICIARY OF A CUSTODIAL ACCOUNT**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Effective Date: August 22, 2023

1. **Agreement.** This agreement (this “Hold Harmless Agreement”) is entered into between you and Old Glory Bank, an Oklahoma Banking Corporation (“Old Glory Bank,” “we” or “us”), **but is only applicable to you if *either*** (i) you add a minor (“Minor”) as an owner of a Joint Account (as defined below), and/or (ii) you open a Custodial Account (as defined below) for the benefit of a Minor.

1.1. If (i) you add one or more Minors to one or more of your spending, checking, and/or savings accounts (each, a “Joint Account”) as a joint account owner (a “Joint Owner”), and/or (ii) you open a custodial account for the benefit of a Minor (each, a “Custodial Account”), then you hereby confirm that you are the parent and/or legal guardian of such Minor(s).

1.2. In connection with each such Minor being a Joint Owner on such Joint Account and/or being the beneficiary of such Custodial Account, you acknowledge and agree that each such Minor will have right and ability to spend and/or disburse funds within such Joint Accounts and/or Custodial Accounts, which may be *without* your consent, including (without limitation) via ATM withdrawals, Old Glory Pay, Bill Pay, transfers, checks, ACH, and/or debit card purchases (collectively, the “Services”).

1.3. We may change this Hold Harmless Agreement, in whole or in part, at any time and from time to time, which change(s) will become effective upon e-mail notice to you, unless such change reduces your rights or increases your responsibility; whereupon, such effective date will be 30 days following the date we make such update available to you via notice. You or the Minor’s continued use of the Services is your agreement and acceptance of all such changes. If you do not want to accept any such changes, you and the Minor must stop using each such Joint Account, Custodial Account, and all Services.

2. **Indemnity and Hold Harmless.**

2.1. You consent and agree that each such Minor may use the Services in accordance with our then effective Terms and Conditions of such applicable accounts. You agree to monitor and provide adequate controls to ensure each such Minor will only use the Services for lawful purposes. You acknowledge and agree that neither Old Glory Bank nor any affiliate shall be responsible or liable for any Minor’s activities or actions in connection with the Services, as a Joint Owner of a Joint Account, and/or Minor beneficiary of such Custodial Account.

2.2. Without limiting the foregoing, you agree to defend, indemnify, and hold harmless Old Glory Bank, its officers, directors, agents, affiliates, subsidiaries, joint ventures, technology vendors, licensees, employees, shareholders, and any third-party partners, from and

against all damages, expenses, losses, costs, or any other claim or demand (including direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, made by you, each Minor, or any third party due to or arising out of any or all activities of the Minor and/or other transactions by such Minor as a Joint Owner of such Joint Accounts and/or as a Minor beneficiary of such Custodial Account, or otherwise, including (without limitation) (i) if such Minor makes knowingly false claims that a debit card, Bill Pay, ACH, or check transaction was fraudulent, and/or (ii) such Minor is injured or such Minor injures others or damages property, even if directly or proximately related to the Services or funds allocable to such Joint Accounts and/or Custodial Accounts.

3. **Miscellaneous.**

3.1. **Governing Law; Choice of Law.** Without limiting the Arbitrability provisions of Old Glory Bank's Terms and Conditions, this Hold Harmless Agreement will be governed by and construed under the laws of the State of Oklahoma, excluding only its conflict of law provisions, and shall inure to the benefit of Old Glory Bank, its successors and assigns, whether by merger, consolidation or otherwise. By you or Minor using the Services, you and Minor hereby submit to the exclusive jurisdiction of the courts within the State of Oklahoma and waive any jurisdictional venue or inconvenient forum objections to such courts.

3.2. **Severability.** The invalidity or unenforceability of any particular provision of this Hold Harmless Agreement shall not affect the other provisions hereof, and this Hold Harmless Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

3.3. **Integration; Third Party Rights.** This Hold Harmless Agreement, along with Old Glory Bank's Privacy Policy, Terms and Conditions, Disclosures, Card Agreement, and/or other terms and conditions constitute the entire agreement between you and us pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. Nothing expressed or implied herein is intended or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Hold Harmless Agreement, or result in their being deemed a third party beneficiary hereof or the Service.

3.4. **Waiver.** Old Glory Pay's failure to insist upon strict compliance with any provision of, or to assert any right under, this Hold Harmless Agreement, including (without limitation to) our right to terminate your Service, shall not be deemed to be a waiver of such provision or right or of any other provision of or right under this Hold Harmless Agreement.