

COMMERCIAL MOBILE DEPOSIT USER AGREEMENT FOR TREASURY SOURCE AND BUSINESS SOURCE

This Commercial Mobile Deposit User Agreement (this "Agreement") contains the terms and conditions for the use of Commercial Mobile Deposit (also known as Business Mobile Deposit) that BOKF, NA ("BOKF" or "Bank") may provide to you. Other agreements you have entered into with BOKF, including the Commercial Online Terms and Conditions, Deposit Account Agreement and Treasury Services Master Agreement governing your account with the Bank, are incorporated by reference and made a part of this Agreement. In the event of conflict between any such agreement or terms and conditions and this Agreement, this Agreement shall govern.

In this Agreement, the words "you" and "your" refer to you as the person or business entity entering into this Agreement. The words "you", "your" and "user" also include any user you authorize to use the Commercial Mobile Deposit service on your behalf. The words "we," "us," and "our" refer to BOKF.

1. SERVICE

The Commercial Mobile Deposit service (the "Service") is designed to allow you to make deposits to your qualifying accounts from remote locations by capturing and delivering the check image and associated deposit information to BOKF's designated processor by a mobile device. The service enables you to use the Treasury-Source or BusinessSource mobile application with certain hardware to create electronic images of the front and back of eligible paper items (each a "Paper Item," as further described in Section 5) and transmit those images and other information, including, without limitation information captured from the magnetic ink character recognition ("MICR") line (each image, including all information captured from the Paper Item, an "Electronic Item"), to us for review and processing. After we receive your transmission, your Electronic Item may require review. For each Electronic Item that we determine is eligible for processing in accordance with Section 5, we will:

- a. create a substitute check that we will present directly or indirectly to the bank (i) on which the original Paper Item to which the Electronic Item relates is drawn, or (ii) at or through which the Paper Item is payable (each, the "Paying Bank");
- b. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
- c. present or post any Electronic Item for which we are the Paying Bank.

2. CONDITIONS TO PROVISION OF THE SERVICE

As conditions to Bank's provision of the Service, you shall (a) maintain your account with the Bank in good standing, (b) subscribe to Commercial Online Banking, and (c) comply with such restrictions on the Service as we may communicate to you from time to time.

3. ACCEPTANCE OF THESE TERMS

Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via your mobile device, e-mail or on our website(s) by providing a link to the revised Agreement or otherwise explaining the material change. Your continued use of the Service will indicate your acceptance of the revised Agreement.



4. LIMITATIONS OF SERVICE

When using the Service, you may experience technical or other difficulties. We assume no responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service has qualification requirements and limitations on use, and we reserve the right to change the qualifications or limitations at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

5. ELIGIBLE ITEMS

You agree to capture and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to BOKF shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Oklahoma. You agree that the check or item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars.

6. INELIGIBLE ITEMS

You agree that you will not use the Service to capture and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.
- b. Checks or items containing obvious alteration to 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.
- c. Checks or items previously converted to a substitute check, as defined in Reg CC.
- d. Checks or items drawn on a financial institution located outside the United States.
- e. Checks or items not payable in United States currency.
- f. Checks or items dated more than 6 months prior to the date of deposit.
- g. Checks or items prohibited by the current procedures relating to the Service or which are otherwise not acceptable under the terms of your Bank account.
- h. Travelers checks.
- i. Money orders.
- k. Remotely created checks.
- j. Checks or items submitted outside the United States.

Nothing in this Agreement shall be construed as requiring BOKF to accept any check or item for deposit, even if BOKF has accepted that type of check or item previously. BOKF is not required to identify or reject any checks or items that you may capture and deposit that fail to meet the requirements of this Agreement.

7. SECURITY OF YOUR MOBILE DEVICE AND ACCOUNT INFORMATION

You are responsible for (a) maintaining the confidentiality and security of your mobile devices, access number(s), password(s), security question(s) and answer(s), account number (s), login information, and any other security or access information used by you to access the Service (collectively, "Access Information"), and (b) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information or Account Information, including your mobile device. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information or Account Information has occurred.



8. IMAGE QUALITY

The Electronic Item transmitted to BOKF using the Service must be legible, including the MICR data. The image quality must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, any other regulatory agency, clearing house or association or any higher standard set by us.

9. ENDORSEMENTS AND PROCEDURES

You agree to restrictively endorse any item transmitted through the Service by providing the appropriate business entity's endorsement or as otherwise instructed by BOKF. You agree to follow any and all other procedures and instructions for use of the Service as BOKF may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

10. RECEIPT OF ITEMS

We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive in accordance with this Agreement or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Service that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that the funds will be credited for that check or item.

11. MOBILE DEPOSIT CUT OFF TIME

Deposits made via the Service must be made before 10 PM Central Standard Time in order to be considered deposited on the day of deposit. Deposits made after 10 PM Central Standard Time will be considered deposited on the next business day. A business day is Monday through Friday, excluding Federal and Bank designated holidays.

12. PRESENTMENT

The manner in which checks and items are cleared, presented (or represented) for payment, and collected shall be in BOKF's sole discretion as set forth in the relevant account agreement governing your account with the Bank.

13. PROVISIONAL CREDIT AND AVAILABILITY OF FUNDS

Upon acceptance of the Electronic Items for deposit, the Bank shall grant provisional credit in your account with the Bank for the total amount of the deposit. The provisional credit means that the credit is made to your account subject to final payment of the Electronic Items and subject to the terms of your other agreements with the Bank. For the purpose of determining availability of funds and the period of time for which funds may be held by Bank under Federal Reserve Board Regulation CC, the place of deposit shall be deemed the Bank Operations Center located at the financial institution where your account with the Bank is located.

14. DESTRUCTION OF TRANSMITTED ITEMS

Once your online deposit history shows that your Electronic Item has been accepted, you agree to store the Paper Item in a secure location, prominently mark the item as "Electronically Presented" or "VOID," and ensure that it is not represented for payment. You agree never to represent to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service, and you will be liable for checks that are presented more than once.



You will promptly provide any retained Paper Item, or a sufficient copy of the front and back of the Paper Item, to BOKF as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item or for BOKF's audit purposes. Fourteen days after your online deposit, and after confirming that the deposited funds have been applied to your account correctly, you should destroy the Paper Item to prevent it from being presented for deposit another time.

15. DEPOSIT LIMITS

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits at any time. you will be notified of the dollar limit on deposits that you may make through the Service via your mobile device. The screen on your mobile device will identify your eligible deposit limit when entering a deposit transaction. Any deposit which exceeds the Service's eligible deposit limit will be rejected and must be deposited by means other than the Service.

16. HARDWARE AND SOFTWARE

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by BOKF from time to time. BOKF is not responsible for any third party software you may need to use the 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 time of download and installation.

17. ERRORS

You agree to notify BOKF of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable BOKF account statement is sent. Unless you notify BOKF within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against BOKF for such alleged error.

18. CHANGES IN SERVICE

We reserve the right to terminate, modify, add and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Service will constitute your acceptance of and agreement to such changes. Maintenance to the Service may be performed from time-to-time resulting in interrupted service, delays or errors in the Service and we shall have no liability for any such interruptions, delays or errors.

19. FEES

You agree to pay us a fee for the Service as set forth in our fee schedule and as may be changed from time to time.

20. OWNERSHIP & LICENSE

You agree that BOKF retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (a) in any anti-competitive manner, (b) for any purpose which would be contrary to BOKF's business interest, or (c) to BOKF's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.



21. DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (D) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

22. LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

23. USER WARRANTIES AND INDEMNIFICATION

You warrant to BOKF that:

- a. You will only transmit eligible checks and items that you are entitled to enforce. All checks and items will include all signatures required for their negotiation.
- b. Images will meet BOKF’s image quality standards in effect from time to time.
- c. You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- d. All information you provide to BOKF is accurate and true, including all images transmitted to BOKF, which accurately reflect the front and back of the check or item at the time the image was captured.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You will use the Service only for your own deposits and will not allow the use of the Service by way of a service bureau business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party.
- h. You agree to indemnify and hold harmless BOKF, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents from any liabilities, damages, claims, obligations, demands, charges, costs, expenses, or losses against or incurred or suffered by them arising directly or indirectly from or related to this Agreement, including for breach of this warranty provision.
- i. You will protect your hardware and security credentials to prevent an unauthorized party from accessing the service and transmitting an electronic item for deposit.
- j. You will destroy deposited items as set out herein.
- k. You agree that all deposits made through the Service will be considered commercial regulated items.

24. TERMINATION OR REFUSAL BY US

We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Agreement or any other agreement you have with BOKF; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to BOKF’s business



interests; or (d) your account is closed or access to your account is restricted for any reason. Termination will not affect your liability or obligations under this Agreement or any other agreements you have with us.

25. RIGHT TO AUDIT

We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by BOKF Financial in the course of such audit.

26. THIRD PARTY BENEFICIARY

You agree that our third party service providers may rely upon the provisions of this Agreement, including its disclaimer of warranties and any limitations of liability and that such Third Party Service Providers are, for the purpose of this Agreement, third party beneficiaries to this Agreement with the power to enforce this Agreement.

27. GEOGRAPHIC CONSTRAINTS

You agree that you will not use the Service in locations that are prohibited under U.S. law or regulations, including laws and regulations issued by the Office of Foreign Assets Control.

28. OTHER TERMS

You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Oklahoma and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

BY CLICKING THE ACCEPT BOX, "TO INDICATE THAT YOU HAVE READ THE ENTIRETY OF THIS AGREEMENT AND ACCEPT THE TERMS OUTLINED WITHIN ITS CONTENT," YOU, THE CUSTOMER, AGREE AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THIS AGREEMENT.

IF YOU, THE CUSTOMER, AGREE AND ACKNOWLEDGE THAT YOU ARE BOUND BY THIS AGREEMENT AS IF YOU HAD SIGNED A PAPER COPY, CLICK ON THE BOX "ACCEPT," AND YOU MAY BEGIN USING COMMERCIAL MOBILE DEPOSIT. IF YOU, THE CUSTOMER, DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, CLICK ON THE BOX "DECLINE," AND YOU MAY NOT USE COMMERCIAL MOBILE DEPOSIT.

Member FDIC

Upon acceptance, an email containing this Agreement or an internet address where it is available will be sent to you. We encourage you to print and save a copy of this Agreement for your records.