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# YNB e-Banker Access Agreement

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## I. Introduction

This Online Access Agreement ("Access Agreement") for accessing your **YNB** accounts through **e-Banker** explains the terms and conditions governing the Online banking services and bill pay offered through **e-Banker**. By using the **e-Banker** services, you agree to the terms and conditions of this Access Agreement. This Online Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent, there is **no** applicable Federal law or regulation, by the laws of the State of Oklahoma. The terms "we," "us," "our," refer to "**YNB**," and "Bank" refers to **YNB**. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. **e-Banker** can be used to access **YNB** accounts. The applicable account disclosure statement ("Deposit Agreement and Disclosure") also governs each of your accounts at YNB.

## II. Accessing Your YNB Accounts through e-Banker

### A. Requirements

To access your accounts through [www.ynbok.com](http://www.ynbok.com), you must have a **YNB-e-Banker** user name and password.

A corporation must be operating under a tax payer identification number. Other accounts

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must be operating under the owner's social security number or a tax identification number to have access to the accounts.

#### **B. Electronic Mail (E-mail)**

Sending electronic mail (E-mail) through **e-Banker** is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of **e-Banker**. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within **e-Banker** or call **1-405-350-1335**.

#### **C. Fees**

There are no monthly or transaction fees for accessing your account(s) through **e-Banker**. See Section IV for a description of Bill Pay fees.

Please note that fees maybe assessed by your Internet service provider (ISP).

#### **D. New Services**

**YNB** may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

#### **E. Benefits of Using e-Banker**

With **e-Banker**, you can manage your personal or small business accounts from anywhere you have internet access. You can use **e-Banker** to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable account Deposit Agreement and Disclosure Statement)
- Transfer money between accounts at other financial institutions
- Pay bills to any merchant, institution, or individual.
- Communicate directly with **YNB** through E-mail.

### **III. Terms and Conditions**

The first time you access your **YNB** accounts through **e-Banker** you agree to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure.

#### **A. Your Online Password**

You will be given an Online Password that will give you access to your **YNB** accounts for **e-Banker**. This password can be changed within **e-Banker** using the options button. We recommend that you change your password regularly. **YNB** will act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers, and other account data confidential.

#### **B. Payment Account**

Although there are no fees for accessing your accounts through **e-Banker**, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify **YNB** and identify a new payment account for the selected services. Additionally, if you close all **YNB** accounts, you must notify **YNB Customer Service** at **1-405-350-1335** to cancel the **e-Banker** services. Your online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, **e-Banker** services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call **YNB Customer Service** at **1-405-350-1335**.

If you do not access your **YNB** accounts through **e-Banker** for any (1) one-year period, **YNB** reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected.

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You agree to be responsible for any telephone charges incurred by accessing your **YNB** accounts through **e-Banker**.

If you wish to cancel any of the **e-Banker** services offered through **e-Banker**, please contact **YNB Customer Service** at **1-405-350-1335** or send us cancellation instructions in writing to **YNB, P. O. Box 851700, Yukon, OK, 73085**.

### **C. Our Liability**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, **YNB**, OR by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by Internet access providers OR by Online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

### **D. Overdrafts: Order of Payments, Transfers, and Other Withdrawals**

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, **e-Banker** transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and
2. The electronic funds transfers initiated through **e-Banker** may result in an overdraft of your account and may, at **YNB's** discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

### **E. Hours of Accessibility**

You can access your **YNB** accounts through **e-Banker** seven days a week, 24 hours a day. However, at certain times, some or all of **e-Banker** may not be available due to system maintenance.

A transfer initiated through **e-Banker** before 6pm Central Time on a business day is posted to your account the same day. All transfers completed at or after 6pm Central Time on a business day or on a Saturday, Sunday or banking holiday during which the bank is closed (refer to holiday list), will be posted on the next business day.

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays (refer to holiday list) are not included as a business day.

### **F. Additional Terms and Conditions**

Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is available as of the close of the previous business day.

Transferring Funds - The number of transfers from a savings account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## **IV. Bill Pay Service**

### **A. Using the Service**

The **e-Banker** Payment Service allows you to schedule bill payments through **e-Banker**. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your **YNB** checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of **e-Banker**. We are unable to process any payment of taxes or court-directed payments, or international payments through **e-Banker** Payment Services.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through **e-Banker**.

When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account.

When **e-Banker** receives a payment instruction, you authorize it to charge your checking

account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of **e-Banker**, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payments transfers be scheduled with sufficient time before the actual due date, not the late date. The risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

**e-Banker** payments are sent two ways: electronic and paper check. On average, electronic payments are sent to more than 70 percent of payees. For payees who can only accept checks, your account is debited electronically and an authorized paper check is issued on your behalf. Electronic is the fastest payment method and greatly reduces the risk of human error. Electronic payments are received by the payee within 2–3 business days. If the payee must be paid by paper check, you understand and agree that the paper check is to be mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. You understand and agree that the bank is not responsible for the timely delivery of mail or handling of payments by a third party, such as the failure of the bill payment payee to properly post a payment to your account. YNB will use its best efforts to process all your payments properly. However, YNB shall incur no liability if it is unable to complete any payments initiated by you through **e-Banker** payment services because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The **e-Banker** processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided **e-Banker** with the correct names or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond the **e-Banker's** control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, **e-Banker** has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 6 PM (Central Time), the day before the Payment Date, by using the DELETE function on the e-Banker "Pending Payment" screen.

**YNB** reserves the right to terminate your use of **e-Banker** bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel **e-Banker** bill payment services, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using **e-Banker** or calling **YNB's Customer Service** at **1-405-350-1335**. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

#### **B. Bill Pay Fees**

**YNB** offers **e-Banker** bill payment service free to our customers. Charges for customer requested services and other items may occur. Additionally, you agree to pay any special charges in effect as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

If the payment account has insufficient funds to cover fees, the Bank will deduct the fee from any other checking account linked to **e-Banker** (in any order we may choose). If

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the fee cannot be paid, we may cancel your Bill Pay service. After cancellation, your Bill Pay service may be reinstated by contacting **YNB Customer Service** at **1-405-350-1335** once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

## **V. General Terms**

### **A. Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees, or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce, or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

### **B. Disclosure of Account Information**

You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

### **C. Questions or Error Correction on e-Banker Transactions**

In case of questions or errors about **e-Banker** funds transfers through **e-Banker** involving your account, here is what you should do:

- Contact **YNB** through electronic message (Messages) or E-mail.
- Fax **YNB** at **405-354-9869**
- Telephone **YNB, Customer Service** at **1-405-350-1335**
- Write **YNB** at **P.O. Box 851700, Yukon, OK 73085**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about, and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days after we

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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 will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your **YNB** 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:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device, or any part of the electronic fund transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- If you have not properly followed the instructions for using **e-Banker**.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

#### **D. Other General Terms**

Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Deposit Agreement and Disclosure, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

**YNB** Reserves the Right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to **e-Banker**, in whole or in part, at any time without prior notice.

### **VI. Protecting Your Account**

#### **A. Preventing Misuse of Your Account**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call **YNB Customer Service at 1-405-350-1335**.

Protecting Personal Information - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

Taking Care of Your Online Password - The password that is used to gain access to **e-Banker** should also be kept confidential. For your protection we recommend that you change your Online password regularly. It is recommended that you memorize this Online password and do not write it down.

You are responsible for keeping your password, account numbers, and other account data confidential. If you believe that your Online password may have been lost or stolen, or

that someone has transferred or may transfer money from your account without your permission, notify **YNB Customer Service** at once at **1-405-350-1335**.

**B. Unauthorized Transactions in Your YNB Accounts**

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **YNB Customer Service** at **1-405-350-1335**, or write **YNB, P. O. Box 851700, Yukon, OK, 73085**.

If your Online password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online password without your permission to access a **YNB** deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us immediately. If you do not notify us within sixty (60) days after the paper statement was mailed to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

**YNB HOLIDAYS**

**NEW YEARS DAY  
MARTIN LUTHER KING JR. DAY  
PRESIDENT'S DAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
COLUMBUS DAY  
VETERAN'S DAY  
THANKSGIVING DAY  
CHRISTMAS DAY**