

MIDFIRST BANK PAYNOW ELECTRONIC PAYMENT SERVICE TERMS AND CONDITIONS

MidFirst Bank is offering the PayNow online payment service ("Service") as a convenience option to you, our valued customer ("you" or "your"). Currently, the Service is limited to the ability to pay your MidFirst Bank amounts due electronically over the internet. In addition to these Terms and Conditions, you should review our [Privacy Practices](#), including the Privacy Notice and/or California Privacy Policy, as applicable, which includes important information about the type of information we collect about you, how we collect that information and what we can do with that information.

AUTHENTICATION AND AUTHORIZATION FOR SERVICE USAGE

- This Service incorporates commercially reasonable methods to authenticate the information that you have supplied for making a payment through this Service. You will not be able to submit a payment until the Service authenticates you, and you will not be allowed to use the Service to pay your MidFirst Bank amounts due until you acknowledge that you have read these Terms and Conditions by accepting these terms at the bottom of this page.
- As the user of the Service, and upon your acceptance of these Terms and Conditions, you will have submitted your banking account or debit card account (your "Designated Account") information. You are responsible for any legal, regulatory, or banking penalties and fees that may be assessed for supplying false information to us for use with the Service.
- You agree that we may obtain financial information regarding your Designated Account from your financial institution in order to complete payments through the Service.
- The Service may be used for payment on both consumer and commercial accounts.
- If the Designated Account is a banking or debit card account for your Business, then it must be one for which you are a properly authorized signer.
- Not all payment options will be available for the payment of all amounts due.
- You agree to access the MidFirst Bank website according to the Terms of Use located at midfirst.com/disclosures-and-terms/terms-of-use.
- You will be directed to a third party's website to complete your payment through the Service.
- By accepting these Terms and Conditions, you represent and warrant that:
 - i. You are 18 years old or older;
 - ii. You are using your actual identity and any information you provide is accurate and complete;
 - iii. You are legally authorized to make payments using your Designated Account;
 - iv. You have read and agreed to our [Privacy Practices](#), including the Privacy Notice and/or California Privacy Policy, as applicable; and
 - v. Your use of the Service will not violate any local, state, national or international laws or regulations.

PAYNOW PAYMENT SERVICE



By providing MidFirst Bank with the account information for your Designated Account, you authorize us to follow the payment instructions we receive from you through the Service. When you use the Service to send us a payment instruction, you authorize MidFirst Bank to initiate a message to your bank or debit card provider to charge your Designated Account and to send those funds to us for payment on your MidFirst Bank account so that we receive the funds as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed, the same as if you mailed your payment to us and we received it after the due date. This would be true even if you are unable to access the system due to problems with the Internet, or our servers being temporarily unavailable. Therefore, we recommend that you instruct the Service to initiate each payment to us at least four (4) business days before the actual due date. (Business days are Monday through Friday, except for federal banking holidays). If you use the Service to send us your payment instructions after 7:00 p.m. Central Time on a business day, then the Service will treat your instruction as if it was received on the following day. It is the day we receive payment from you, and not the day we receive your instructions, that determines whether your payment was timely received.

COMMUNICATION

By providing MidFirst Bank with an email address in connection with your use of the Service, you consent to receiving emails from MidFirst Bank for business purposes, including but not limited to payment confirmations and receipts. You authorize us to send or provide to you via electronic communication any notice, communication, amendment or replacement to these Terms and Conditions, or disclosure required to be provided to you orally or in writing.

By providing us with a telephone number (including a mobile telephone number), you consent to receiving autodialed and prerecorded message calls at that number for Service-related purposes.

PAYMENT DISPUTES

If you dispute a payment made from your Designated Account, you acknowledge that the dispute must be addressed with your issuing debit card provider or financial institution.

SECURITY MEASURES AND OPERATING PROCEDURES

You recognize and agree that the Service is the property of MidFirst Bank and/or MidFirst Bank's third-party service provider. You covenant and agree to comply with all Security Procedures set forth by the MidFirst Bank, as may be amended from time to time, and to maintain the confidentiality of the Service, all User IDs and passwords, which you adopt or which are assigned to you, and any other authentication security controls. Furthermore, you covenant and agree to take necessary and reasonable measures to prevent any unauthorized access to the Service. You agree to notify us immediately as set forth in this Agreement, if you believe that your User IDs or passwords have been compromised or that an unauthorized person has gained access to the Service.

LIMITATIONS OF LIABILITY AND EXCLUSIONS OF WARRANTIES

Except as required by the Electronic Funds Transfer Act and Regulation E, MidFirst Bank shall not be liable for any damages, fees, fines, charges, or losses caused by any error, delay, omission, malfunction, or defect in payments and/or transactions initiated, requested, or sent in connection with this the Service, which is due to circumstances other than MidFirst Bank's gross negligence and willful misconduct. If MidFirst Bank utilizes any third-party service providers in connection with the Service, you agree to look to such third party service providers for any liability, damages, errors, defects, fines, or costs associated with or arising out of your use of such third party services. Except as provided herein and in accordance with Applicable Law, MidFirst Bank shall have no liability to you, any user of the Service authorized by you (hereinafter a "User"), or any third parties for any failure, delay, mistake, error, or other liability arising from or out of your (or your Users') use of the Service, your or your Users' instructions, and/or your or your Users' payment and transaction requests. You further agree that Bank will not be responsible for any failure of you to receive timely notice if MidFirst Bank sends notices to the addresses you provide. You agree to indemnify and hold harmless MidFirst Bank against any and all third-party claims, lawsuits, or causes or action arising from, or in connection with, your use of the Service, your instructions, or any information provided by you or for any use of the Services by, instructions by, or information provided by any User. ***Except as specifically provided herein or by Applicable Law, Bank shall not be responsible to you or to any third parties whatsoever for any indirect, punitive, special, incidental, or consequential damages, caused by or related to the Services, the use thereof, or any other matter arising out of or from the Service, including, but not limited to, any loss of business, revenue, profits, income, or clients. Except as specifically stated in writing in this Agreement, MidFirst Bank makes no representations or warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular use or purpose with regard to your use of the Service.***

MidFirst Bank has no obligations or liabilities to you other than those imposed by law or specifically provided herein. MidFirst Bank has no obligation to verify the accuracy of any information or instructions you provide in connection with the Service.

ALTERATIONS AND AMENDMENTS

These Terms and Conditions are the legal binding agreement between MidFirst Bank and you with respect to the Service. You will be required to agree to the current provisions of these Terms and Conditions each time you make a payment using the Service. These Terms and Conditions may have been altered or amended from the last time you used the Service. Your use of the Service after any changes to these Terms and Conditions will constitute your agreement to such change(s).

TERMINATION OR DISCONTINUATION

We reserve the right to terminate the Service at any time, or to terminate your use of the Service. If we terminate your use of the Service, you will need to pay your MidFirst Bank amount due in another manner.

GOVERNING LAW/ARBITRATION

If there is a dispute regarding your use of the Service in connection with payment on a MidFirst Bank loan, you agree to resolve the dispute in accordance with the dispute resolution procedures and governing law set forth in your loan documents. If there is a dispute regarding your use of the Service in connection with the payment of an amount due on a MidFirst Bank deposit account, you agree to resolve the dispute in accordance with the dispute resolution procedures and governing law set forth in the Account Agreement and Disclosure.

These Terms and Conditions are the complete and exclusive statement of the agreement regarding the Services between you and MidFirst Bank. These Terms and Conditions supersede any proposal or prior agreement, oral or written, and any other communications between you and MidFirst Bank relating to the Service. If there is a conflict between what a MidFirst Bank employee tells you and the terms of this document, these Terms and Conditions will prevail.

You should print and retain this document for safekeeping and reference at any time during your use of the Service.

BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY AND YOU AGREE TO BE BOUND BY THEIR TERMS, AS WELL AS ANY FUTURE AMENDMENTS WHICH MAY BE MADE FROM TIME TO TIME.