

Security Bank Online Banking Service Agreement and Disclosure Statement

By submitting an application ("Application") to subscribe to certain personal computer banking and related services offered by Security Bank, a federally chartered bank ("Security Bank"), as described in this Internet Banking Service Agreement and Disclosure Statement ("Agreement") and as otherwise made available by Bank from time to time (collectively, "Security Bank Internet Banking"), and in consideration of our allowing you access to Security Bank Internet Banking, you agree to the terms and conditions of this Agreement. Each reference in this Agreement to the "Bank", "Security Bank", "Security Bank", "we", "us", or "our" refers to Security Bank, and each reference to "you" and "your" refers to each depositor, borrower, authorized signer, or authorized user for an account (as defined below) who is now or hereafter enrolled in any one or more of the Security Bank Internet Banking services with respect to the account. Each use of Security Bank Internet Banking constitutes confirmation by you of your agreement to, and understanding of, the terms of this Agreement and any screens that appear on your computer when you sign on to the Security Bank Web Site. This agreement will be effective as of the date of your acceptance of this Agreement. Please read this Agreement carefully and keep it for future reference. The terms and conditions of this Agreement are cumulative with and in addition to any terms of the signature cards or account agreements for your Deposit Account(s), the applicable account disclosures, the Consumer and Business Banking brochures, and the Schedule of Fees and Charges (all of which are collectively called the "Deposit Agreement"), the agreements governing the Loans, and the Application, all as may be amended from time to time. In the event of any conflict between this Agreement and the content of the Internet Banking system or any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision or writing will be without force and effect without thereby affecting any other provision hereof. No consumer protection provision of the federal Electronic Fund Transfer Act or Federal Reserve Board Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearinghouse association as in effect from time to time with respect to all automated clearinghouse transfers made hereunder.

BROWSER SECURITY. Security Bank Internet Banking transmits data using SSL (Secure Socket Layer) technology that supports 128-bit key encryption. It is important to verify that a secure connection between your browser and the Internet Banking server has been established before transmitting any confidential account information over the Internet. This can be verified by an indicator on your web browser. Microsoft Internet Explorer, Mozilla Firefox, Apple Inc. Safari and Google Chrome have a lock symbol that appears when data is being encrypted. When this symbol does not appear, a secure session has not been established. Another way to verify a secure session is to right click on the Internet Banking login page then select "properties" or "view page info"; an information box should appear that will indicate your connection encryption

strength. You agree not to engage in Security Bank Internet Banking transactions unless you have confirmed that a secure session has been established, and that you will be responsible for any losses or damages you incur if you do not do so.

- LINKS. The Security Bank website contains links to third party websites. These links are offered only as pointers to sources of information, or products and services, that may be of interest to users of our Internet Banking service, and Security Bank is not responsible for the content of such sites, including the operations, programming, and conduct of transactions over such sites. Security Bank disclaims all liability of any kind whatsoever arising out of your use of, or inability to use such third party web sites, the use of your information by such third parties, and the security of information you provide to such third parties.
- 1. Hardware and Software Requirements. To be able to use Security Bank Internet Banking, you must provide an access device such as a personal computer with related equipment (the "Hardware") and the necessary operating software to operate the Hardware. You must provide a connection to the Internet through an Internet Service Provider ("ISP"). A compatible browser which supports 128-bit encryption is also required. You will access Security Bank Internet Banking through our Internet Banking service provider ("Service Provider") that will act as an interface between you and Security Bank. You are and will remain solely responsible for the purchase, hook-up, installation, loading, operation and maintenance of the Hardware, the software, the ISP service, and for all related costs. You are solely responsible for protecting your Hardware and software from computer viruses and other related problems. You agree not to engage in Security Bank Internet Banking transactions unless you have confirmed that a secure session has been established, and that you will be responsible for any losses or damages you incur if you do not do so.
- 2. **The Accounts.** You agree to use Security Bank Internet Banking solely for the services described in this Agreement and designated by you in the Application or subsequently designated by you as provided in Section 5, and solely in connection with each deposit account (collectively, the "Deposit Accounts") and each loan account (collectively, the "Loan") held by the Bank and designated by you in the Application or subsequently designated by you as described below (collectively, the "Accounts"), except as otherwise expressly provided in this Agreement or as otherwise expressly permitted by us from time to time. Under this Agreement, there may be multiple accounts, and at least one (1) of the Deposit Accounts must be a checking account. If you close or delete the only checking account designated for Security Bank Internet Banking, you may no longer be able to use Security Bank Internet Banking.
- 3. Confidentiality of Password and User ID. All Security Bank Internet Banking transactions or inquiries must be initiated by use of your Security Bank Internet Banking Password and User ID. Security Bank Internet Banking allows you to change your User ID and Password online. It is recommended that you do not use your birthday, names, or other codes that may be easy for others to determine as your Password. No Bank employee will ever ask for your Password, nor should you provide it to anyone unless you intend to allow that person access to your accounts. YOU AGREE TO KEEP YOUR Password CONFIDENTIAL. USE OF THE Password BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION WILL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH Security Bank INTERNET BANKING. You agree that any Security Bank Internet Banking transaction or request initiated by use of the Password will be subject to and governed by this Agreement.

If you authorize another person to use your Password, that person can use Security Bank Internet Banking to view any information or initiate any transaction on any of the accounts to the same extent as you, including viewing information or initiating transactions on accounts to which that person does not otherwise have access. As such, your sharing of your Password is strongly discouraged by the Bank, and is done at your sole risk and peril.

You should always exit Security Bank Internet Banking after you finish viewing your accounts. Never leave your computer unattended while accessing Security Bank Internet Banking; if you do, a third party may be able to access your accounts from your computer, without needing to use your Password.

- 4. **Business Days.** Business days for Security Bank are Monday through Friday, excluding holidays. You may access the accounts through Security Bank Internet Banking 24 hours a day, seven days a week, except that regular maintenance on the systems or equipment may result in interrupted service. We may also find it necessary to occasionally change the scope of our services. Security Bank cannot guarantee that we will be able to provide notice of such interruptions and changes, although we will attempt to provide such notice.
- 5. **Internet Banking Services.** You may use Security Bank Internet Banking to perform any of the following services designated by you in the Application or subsequently added by you as provided below:
- A. To transfer funds between Deposit Accounts, such as checking, savings or money market deposit accounts;
- B. To make your Security Bank loan payment from a Deposit Account, such as checking, savings or money market deposit account;
- C. To view images of your canceled checks online;
- D. To view your account statements online;
- E. To view or download balance and transaction information for Security Bank accounts;
- F. To pay bills electronically from a designated Deposit Account that is a checking account.
- G. To receive e-mail from and transmit e-mail to the Bank as described in this Agreement. You may apply for or cancel any Internet Banking service by contacting the Security Bank e-Banking department at (918) 664-6100.

As used in this Agreement, the term "electronic fund transfer" has the meaning provided for that term in Regulation E and includes, without limitation, a bank transfer or bill payment (other than a bill payment made by check or other paper item), as these terms are defined below.

6. Transfers to and from Accounts.

- A. **Deposit Accounts and Loans.** You may use Security Bank Internet Banking to initiate electronic fund transfers from one Deposit Account that is a checking, savings or money market deposit account to any other Deposit Account that is a checking, savings or money market deposit account, or to any Loan, as provided in this Agreement. These types of transactions are referred to in this Agreement as "bank transfers."
- B. Authorization. You expressly authorize us to debit the appropriate Deposit Account in the amount of any bank transfer initiated through Security Bank Internet Banking by you or by any other person who is authorized to use your Password. You agree that we may treat any such bank transfer from a Deposit Account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such bank transfer to a Deposit Account the same as a deposit, all in accordance with the terms of this Agreement and the Deposit Agreement.

- C. **Limitations.** Your ability to initiate bank transfers between Deposit Accounts may be limited by federal law or by the terms of your deposit agreement with us. Bank transfers from Deposit Accounts that are savings or money market deposit accounts are limited as required by federal regulation. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or the Deposit Agreement.
- **7. Accuracy of Account Information.** Security Bank strives to provide complete, accurate and timely account information through Security Bank Internet Banking. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed or inaccurate. With respect to electronic funds transfer problems; such as unauthorized transfers or the Bank's failure to properly complete authorized transfers, the extent of our liability is described in Section 16 of this Agreement.

8. Bill Payment Service.

- A. Payment Accounts. If you have enrolled in the optional bill payment service that is offered by Security Bank, you may use Security Bank Internet Banking to initiate payments from any designated Deposit Account that is a checking account with unlimited check-writing privileges (a "Payment Account") to pay obligations owed to certain third parties in the United States, including, without limitation, any Security Bank, installment loan, or line of credit account. These types of transactions are referred to in this Agreement as "bill payments". You may initiate individual bill payments and may preauthorize recurring bill payments. You may not use the bill payment service to pay taxes, or court ordered payments where additional documentation may be required.
- B. **Authorization.** You agree that we may treat any bill payment that was initiated through Security Bank Internet Banking by you or by any other person who is authorized to use your Password the same as your duly executed written payment order or check, all in accordance with the terms of this Agreement and your Deposit Agreement.
- C. Time of bill payments. Each bill payment may need to be initiated a certain number of business days before the business day that you want the bill payment to be made (the "Payment Date"). This number of business days is referred to as the "lead time". The lead-time for a specific payee may be 5 business days. If you initiate a bill payment before 3 P.M. Central Time on a business day ("Cutoff Time"), the bill payment will be deemed initiated on that business day. If you initiate a bill payment other than before 3 P.M. Central Time on a business day (for example, after 3 P.M. on a business day or any time on a Saturday, Sunday or holiday), the bill payment will be deemed initiated on the next business day. You should schedule each bill payment to be made prior to the due date of the bill payment. If you do not schedule a bill payment with sufficient lead-time, or if you do not otherwise initiate a bill payment properly, you will be solely responsible for any late charges, finances charges, or other costs resulting from failure to make the bill payment on time. You will be solely responsible for all input errors. D. Checks. If the payee cannot or will not accept a bill payment by electronic fund transfer from the BillPay Service Provider, a check will be generated for payment to the payee. The check will be signed by the BillPay Service Provider, and will not be signed by you; however, you agree that any check issued in this manner to make a bill payment initiated in accordance with this Section will be deemed authorized and may be paid by the Bank from the Payment Account. E. Returned or rejected bill payments. If a bill payment is returned or rejected, whether by the Bank, the BillPay Service Provider or any third party (including, without limitation, an intermediary bank or the payee's bank), then either the Bank or the BillPay Service Provider will

notify you and you will be solely responsible for re-initiating the bill payment. You agree to furnish to the Bank and/or the BillPay Service Provider such information as it may request to resolve any error or inquiry arising out of your initiation of any bill payment(s).

- F. Cancellation or stop payment of bill payments; revocation of authorization. A listing of your scheduled bill payments may be viewed by clicking the "Pending Payments" button in the Online Bill Payment application. The "transmit date", which is the date the payment is scheduled to be sent to your payee, is shown for each scheduled payment. If you wish to edit or cancel a scheduled bill payment, it must be done before 3 P.M. Central Time on the scheduled transmit date. There is no charge for canceling or editing a pending payment. Stop payment requests will be accepted only if the BillPay Service Provider has a reasonable opportunity to act upon your request. We will charge you the fee set forth in our current "Schedule of Fees and Charges" ("Fee Schedule") for each stop payment order you give. There may be additional fees charged by the payee. Except as expressly otherwise provided in this Section, stop payment orders will be subject to the applicable provisions as contained in our "Guide to Accounts and Services" ("Account guide"). You may not stop payment of any type of Internet Banking transfer other than a bill payment. You may revoke your authorization for future recurring bill payments by deleting the bill payment instructions or by canceling the bill payment service.
- G. Inconsistent name and number appearing in a bill payment order. If a bill payment initiated by you describes the intended recipient of funds inconsistently by name and account number, you agree that payment by the receiving bank (which may be the Bank) may be made on the basis of the account number alone even if that account is not owned by the person named in the bill payment. If a bill payment identifies an intermediary bank or the payee's bank inconsistently by name and identifying number, you agree that we may rely solely on the number as the proper identification of the intermediary bank or the payee's bank even if it identifies a bank different from the bank identified by name. To the extent permitted by applicable law, you acknowledge and agree that your obligation to pay us the amount of the bill payment will not be excused in any circumstance described above and that you will reimburse us for any losses or expenses we incur as a result of our reliance on the identifying number provided in the bill payment.
- H. **Bill Pay transaction limits.** There is a limit of \$9,999.99 per transaction with a daily limit of \$20,000.00.
- **9. Insufficient Funds.** When you use Security Bank Internet Banking and/or the Bill Payment Service, you must have sufficient funds available in the selected Account to cover the amount of the transfers or payment you schedule. If your Checking account does not have sufficient funds to issue a payment as of the date the payment is scheduled to be deducted, you agree that this will constitute an overdraft under the Deposit Agreement, and to pay any fees incurred as set forth in our current Fee Schedule. We are under no obligation to notify you if we do not complete a payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or transfer, or for rescheduling the payment through the Bill Payment Service.
- **10. Electronic Mail Service.** You may use Security Bank Internet Banking to send electronic mail ("e-mail") to us. The e-mail service may not be used to make bank transfers between accounts or to make bill payments from an account. If you need to contact us immediately to stop payment, to report an unauthorized use of your Password, to report unauthorized access to an account, or for any other reason, you should call us at (918) 664-6100. We will not be

responsible for acting on or responding to any e-mail request made through Security Bank Internet Banking until we actually receive your e-mail message and have a reasonable opportunity to act.

- 11. Additional Service. We may, from time to time, make additional services available through Security Bank Internet Banking. We will notify you of the availability and terms of these new services. By using these additional services when they become available, you agree to be bound by this Agreement and any additional instructions, procedures and terms provided to you with respect to each of these new services. You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, ISP charges, and other costs for internet sessions initiated by you. There may be other costs and charges associated with your accounts. Please refer to the Fee Schedule for details. Security Bank may change the fees and charges related to the Security Bank Internet Banking service by giving notice to you as required by law.
- 12. Errors and Adjustments. We agree to correct any error made in crediting or debiting any account by making the appropriate adjustment to your account balance. You agree to repay promptly any amount credited to your account in error, and you authorize us to initiate a debit transfer to any account to obtain payment of any erroneous credit.
- 13. Account Reconciliation. The Deposit Account statements or other notices provided to you by us will notify you of (a) the execution of bank transfers or bill payments and the debits to the Deposit Account made with respect to such bank transfers and bill payments, and (b) amounts debited by the Bank from the Billing Account or any other account for payment of the services or other charges pursuant to this Agreement. You agree that we will not be required to provide any other notice to you of the execution of bank transfers, bill payments, or debits. You agree to promptly examine each statement for a Deposit Account and to promptly report any discrepancies between your records and the Deposit Account statements or any other notices mailed by the Bank to you, as provided in Section 17.
- 14. Settlement of Obligations. To the fullest extent permitted by applicable law, you authorize us to obtain payment of your obligations to us under this Agreement from time to time by (a) initiating debit or credit transfers to any of your accounts or (b) deducting the payment from the amount of any bank transfer or bill payment. Debiting an account or deducting payment from the amount of any bank transfer or bill payment is not the Bank's exclusive remedy under this or any other section of this Agreement, and the Bank will not be deemed to have made an election of remedies by making any such debit or deduction on any one or more occasions.
- **15. Bank's Liability for Failure to Make or Stop Certain Electronic Fund Transfers.** If we do not complete an electronic fund transfer to or from a Deposit Account in a reasonable amount of time or in the correct amount according to our agreement with you, we will only be liable for your direct losses or actual damages. However, there are some exceptions. We will not be liable, for instance, if:
- A. Through no fault of ours, you do not have enough money in the Deposit Account (or any linked account) to make the electronic fund transfer.
- B. The electronic fund transfer would go over the credit limit on any overdraft protection line of credit account linked to the Deposit Account.
- C. You have not completely and properly followed the terms of this Agreement or the instructions provided by the Internet Banking Service Provider or the BillPay Service Provider ("Service Providers') regarding how to make an electronic fund transfer.

- D. Any data or instruction transmitted via Security Bank Internet Banking are inaccurate or incomplete.
- E. You do not initiate an electronic fund transfer according to the time limits set forth in this Agreement and the online Payee list, or if the payment amount requested is less than the full amount due.
- F. The electronic fund transfer has been transferred from the Deposit Account to a third party, including, without limitation, any third party through which payment is made and any payee or its financial institution.
- G. The Hardware, the software, the Service Providers, or any part of the Security Bank Internet Banking system was not working properly and you knew about the breakdown when you started your electronic fund transfer.
- H. Circumstances beyond our control, such as an act of God, failure, delay, or error on the part of any third-party service provider (including, without limitation, the Service Providers, the United States Postal Service or any other delivery service), power outage, difficulty with telephone or cable lines or satellite communications, difficulty with any Hardware, software, computer virus or related problem, or cessation of the operation of the Service Providers or the arrangement between the Bank and the Service Providers, prevent or delay the electronic fund transfer, despite reasonable precautions that we have taken.
- I. Your funds are being held or frozen or are subject to legal proceedings.
- J. The funds in the Deposit Account are unavailable (funds are only conditionally credited until they become available for withdrawal).
- K. Your Password has been reported lost or stolen or if we have any other reason to believe that an electronic fund transfer may be erroneous or unauthorized.
- L. You, any joint holder, or an authorized cosigner on a Deposit Account has requested that we stop payment of the electronic fund transfer.
- M. You have exceeded the limitations on the number of withdrawals or transfers allowed during the statement period for the type of Deposit Account you have with us (e.g., certain types of savings accounts, including money market deposit accounts).
- N. The Deposit Account has been closed.
- O. We do not receive the necessary transfer information from you or any third party, or if such information is incomplete or erroneous when received by us.
- P. There may be other exceptions stated in this or any other applicable agreement that we may have with you.
- 16. Limits on Bank's Liability. To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Security Bank Internet Banking service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the Bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the possibility of such damages), including, without limitation, attorney fees. The Service Providers are independent contractors and not the Bank's agents. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Providers. YOU ACKNOWLEDGE THAT NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF

MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, IS MADE BY THE BANK WITH RESPECT TO ANY Security Bank INTERNET BANKING SERVICES, AND THE BANK HEREBY DISCLAIMS ALL SUCH WARRANTIES. To the fullest extent permitted by applicable law, and without limiting the generality of the foregoing, the Bank shall not be liable at any time to you or any other person for any loss, charge, fee, penalty, expense or other damage resulting from any failure or delay of the performance of the bank's responsibilities under this Agreement which is caused or occasioned by any act or thing beyond the Bank's reasonable control, including, without limitation, legal restraint, interruption of transmission or communication facilities, equipment failure, electrical or computer failure, war, emergency conditions, acts of God, fire, storm, or other catastrophe, or inability to obtain or delay in obtaining wire services or Internet access, or refusal or delay by the Service Providers or another bank or financial institution to execute any bank transfer or bill payment. In addition, the Bank shall be excused from any failure or delay in executing a bank transfer or bill payment, if such execution would result in the violation of any applicable state or federal law, rule, regulation or guideline. To the fullest extent permitted by applicable law, you agree that the Bank shall not have any liability whatsoever for any loss caused by the act, error, or omission of you or any other person, including, without limitation, the Service Providers, any ISP, any Federal Reserve Bank or transmission or communications facility or any intermediary or receiving financial institution, and no such person shall be deemed the Bank's agent.

17. Your Liability for Unauthorized or Erroneous Transfers. To the fullest extent permitted by applicable law, you agree to be responsible for all unauthorized or erroneous transactions initiated through Security Bank Internet Banking. You have the obligation to immediately notify the Bank if your Password has been lost or stolen, or if someone has transferred funds from your account through Security Bank Internet Banking without your permission (or is contemplating to do so). The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from a Deposit Account that is initiated by another person without your authority to initiate the electronic fund transfer(s) and from which you receive no benefit. The term does not include any Security Bank Internet Banking electronic fund transfer that is initiated by a person to whom you furnished your Password, unless you have notified us that electronic fund transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. We may require that the notice be in writing. If you notify us within two (2) business days after you discover your Internet Banking Password has been lost or stolen, your maximum loss will be \$50.00. If you do not notify us within two (2) business days after you learn of such loss or theft, and we can prove we could have prevented the unauthorized use of your Internet Banking Password if you had notified us, you could lose as much as \$500.00. If you fail to report an unauthorized Internet Banking transfer within sixty (60) days after the first statement showing the unauthorized transfer was mailed to you, your maximum liability is the amount of all unauthorized Internet Banking transfers that occurred after the 60-day period and before you notified us of the loss, but only if we can demonstrate that such transfers would not have occurred if you had notified us within 60 days after the statement was sent to you. For additional information regarding errors or questions pertaining to electronic transfers, please refer to the Security Bank "Guide to Accounts and Services". If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from a Deposit Account without your permission call: (918) 664-6100 or write:

Security Bank e-Banking Department PO Box 471316 Tulsa, OK 74147

18. Rejection of Payment Orders; Overdrafts. You acknowledge that the Bank or the BillPay Service Provider may from time to time, in its sole discretion, reject any bank transfer or bill payment request (any "payment order") or return any bank transfer or bill payment (a) if there are insufficient or unavailable funds in the Deposit Account or the Deposit Account has been closed or is frozen, (b) if the payment order does not conform to the terms of this Agreement, or (c) if the payment order appears to be a duplicate; but neither the Bank nor the BillPay Service Provider is under any obligation to recognize that a payment is a duplicate and you should not rely on the Bank or the BillPay Service Provider to do so. If a payment order is rejected or a bank transfer or bill payment is returned, either the Bank or the BillPay Service Provider will notify you and you will have the sole obligation to remake the payment order in accordance with the terms of this Agreement. The Bank or the BillPay Service Provider may from time to time, in its sole discretion and without any obligation to do so, execute any payment order or make any bank transfer or bill payment even though an overdraft to the account results. To the extent permitted by applicable law, you agree that neither the Bank nor the BillPay Service Provider will have any liability whatsoever for refusing to accept any payment order or rejecting or returning any bank transfer or bill payment. If an overdraft occurs in a Deposit Account, you agree to cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Deposit Account before the end of that business day. Any overdraft existing at the close of a business day is immediately due and payable without notice or demand.

19. Disclosure of Deposit Account Information to Third Parties.

You agree that we may from time to time disclose to third parties information about your Deposit Account or the transactions that you make through Security Bank Internet Banking. We will disclose information to third parties about your Deposit Account or the transfers you make:

- A. Where it is necessary for completing bank transfers or bill payment or providing any other service in connection with Security Bank Internet Banking; or
- B. In order to verify the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant; or
- C. In order to comply with government agency or court orders; or
- D. If you give us your written permission; or
- E. To comply with requests from financial institution regulatory agencies in the course of bank examinations; or
- F. In response to requests of persons providing services to the Bank, such as by our independent auditors; or
- G. For other legitimate business purposes.
- **20. Amendments.** We may amend this Agreement from time to time. Each amendment will be effected by our mailing or otherwise delivering the amendment, revised agreement and/or notice thereof to you in accordance with applicable federal and state laws. If no federal or state law specifically governs the amendment, the amendment shall be effected by mail or otherwise delivering it to you or posting it in our branch offices at least 21 calendar days prior to the effective date of the amendment. Notwithstanding the foregoing and to the extent permitted by applicable law, we may change any term of this Agreement without prior notice or obligation to

- you: (a) if the Service Provider changes any term without providing us sufficient notice to enable us to properly notify you; (b) for security reasons; (c) to comply with applicable law; or (d) as otherwise expressly provided in this Agreement.
- 21. Termination. You agree that we may cancel or restrict your use of Security Bank Internet Banking or any of the Security Bank Internet Banking services at any time upon such notice (including e-mail) as is reasonable under the circumstances. You further agree that we may cancel your Security Bank Internet Banking services at any time without notice if you have insufficient funds in any of your accounts. You may cancel Security Bank Internet Banking by written request to the Bank at any time. If you cancel the BillPay Service, all pending and/or recurring bill payments will be automatically canceled.
- **22. Assignment.** You may not assign all or any part of your rights or obligations under this Agreement without our prior express consent, which may be withheld in our sole discretion. We may assign or delegate all or any part of our rights or obligations under this Agreement, including, without limitation, the performance of the services described herein. This Agreement will be binding on and inure to the benefit of the successors and assigns of either party.
- **23.** No Third-Party Beneficiaries. This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.
- **24.** Captions. The captions of the sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- **25.** Governing Law. Regardless of where you live or work or where you access Security Bank Internet Banking, this Agreement is subject to the laws of the State where we hold your Deposit Account(s) or Loan Account(s), and by applicable Federal laws and regulations.